

The Solicitors' Journal.

LONDON, DECEMBER 16, 1882.

CURRENT TOPICS.

IT IS UNDERSTOOD that Mr. Justice KAY will be absent from his court on circuit duty during the ensuing winter assizes. It may probably be presumed that, following the precedent of last year in the case of Mr. Justice CHITTY's absence at the winter assizes, an order will be made transferring to Mr. Justice PEARSON the causes before Mr. Justice KAY for all purposes during his absence on circuit.

THE FOLLOWING is a list of the new Queen's Counsel, with their respective years of call to the bar:—Three members of the Oxford Circuit—viz., Mr. JAMES ANSTIE, 1859; Mr. FREDERICK ALBERT BOSANQUET, 1863; Mr. ROBERT THRESHIE REID, M.P., 1871. Two members of the South-Eastern Circuit—viz., Mr. HUGH COWIE, 1862, and Mr. ROBERT JOHN BIRON, 1854. One member of the Midland Circuit, Mr. JOHN STRATFORD DUGDALE, 1862. One member of the North-Eastern Circuit, Mr. FRANK LOCKWOOD, 1872; and one member of the Equity Bar, Mr. CORNELIUS MARSHALL WARMINGTON, 1869.

THE MARKING of bills of complaint in the Court of Chancery with the name of a particular judge, was provided for by Consolidated Order 6, r. 1. Ord. 5, r. 4, of the Rules of the Supreme Court provides that if a writ is marked for the Chancery Division, the same shall be assigned to one of the judges of such division by marking the same with the name of such of the said judges as the plaintiff (subject to the power of transfer) may think fit. The practice, therefore, owes its origin to rules of court, and may be altered by rules of court. While this question is engaging the attention of the Rule Committee of Judges, it may be well to point out that it is worth while to consider whether any new rule relating to the marking of writs in rotation for the Chancery judges should not be extended to the marking of petitions presented under the statutory jurisdiction of the court, and otherwise not in actions already attached to a particular judge. The same system of balloting might be applied to this case as to the case of the marking of writs.

ONE OF THE most conspicuous figures at the French bar has just passed away. Maitre LACHAUD occupied a position not very unlike that of SCARLETT at our own bar, but with reference to a different class of cases. He began his career in the criminal courts, and it was in them that he achieved his greatest successes of later life. Originally a country *avocat*, he was brought into notice by a curious chance. The defendant in a *cause célèbre*, Madame LAFARGE, happened to have heard LACHAUD defending a prisoner, and was so struck with his ability that she at once engaged him to conduct her case. The ability and eloquence with which he defended his client secured him a widespread reputation, and in 1844 he removed to Paris. Here he gradually obtained a leading position, especially in the *Cour d'assizes*. He had an almost unrivalled power of exciting the sympathy and influencing the decisions of those whom he addressed. He conducted his cases with perfect skill and matchless eloquence, and it is not surprising that every prisoner was anxious to obtain his services. He was very popular with his brethren, and was elected in 1858 a member of the Council of *Avocats*. He had long been ill, but we believe that his death was unexpected.

A GOOD DEAL was said, at the recent meeting of City solicitors, about the inconvenience to City jurymen, witnesses, and suitors

likely to be caused by the removal of the City sittings to the Royal Courts of Justice. The classes in question do not seem to share in these apprehensions. Notwithstanding all the publicity which has been given to the question, and the paragraphs in the papers announcing that the Corporation desired to ascertain the views of the "leading banking, mercantile, insurance, and other firms in the City," it is stated that only twelve citizens could be induced to put in an appearance a quarter of an hour after the hour fixed for the commencement of the recent meeting. At the time of voting there were but fifteen citizens present, and a resolution in favour of the removal of the sittings was carried by a majority of nine. If the citizen does not care to walk to Guildhall to remonstrate against the proposed removal, it is clear that he has no strong opinion against it. Mr. BARTLETT, indeed, admitted that "the majority of opinions in writing received" were "certainly in favour of the removal." Considering the very small majority by which the resolution of the City solicitors was passed, and the utter indifference of the mercantile world to the question, we should hope that the Law and City Courts Committee of the Corporation will see their way, at all events, to recommending the removal of the City sittings to the Royal Courts for a year in the first instance. We print elsewhere an admirable letter which Mr. HOLLAWS has addressed to the *Times*, and which puts the advantages of the proposed removal in the clearest possible light.

CONSIDERABLE ATTENTION has recently been directed to the inadequate provisions alleged to exist for the extinction of fire in the metropolis, and it has been suggested that the Legislature should be applied to for more extensive powers. On a perusal of "The Metropolitan Fire Brigade Act, 1865 (28 & 29 Vict. c. 90)," we cannot but think that the whole question is one of money, and that ample statutory powers already exist. It is provided by section 4 of that Act that "the duty of extinguishing fires, and protecting life and property in case of fire, shall, within the metropolis, be deemed to be intrusted to the Metropolitan Board of Works; and with a view to the performance of that duty it shall be lawful for them to provide and maintain an efficient force of firemen, and to furnish them with all such fire engines, horses, accoutrements, tools, and implements as may be necessary for the complete equipment of the force, or conducive to the efficient performance of their duties." The Act also (section 8) enables the Board to pay such salaries as they think expedient to the fire brigade, and to make such regulations as they think fit as to compensation to them in case of accident, or to their wives and families in case of their death. There is a special provision (section 18) that the Commissioners of her Majesty's Treasury shall pay or cause to be paid to the Board, by way of contribution to the expenses of maintaining the fire brigade, such sums as Parliament may from time to time grant for that purpose, not exceeding in any one year the sum of ten thousand pounds, but we cannot find in the Appropriation Acts any trace of such contributions being granted by Parliament. There are also contributions payable by every insurance company that insures from fire any property in the metropolis to the amount of £35 for every million of property insured (section 13), and we presume that these are got in. The Metropolitan Board of Works Money Acts of 1880, 1881, and 1882, will be found to have authorized the borrowing of various sums annually towards the purposes of the Fire Brigade Act, the amount authorized by the Act of 1881, as amended by the Act of 1882, s. 4, being £35,000. These more modern loan statutes do not touch the powers of levying a rate. Such powers seem to be sufficiently given by the Loans Act of 1869, 32 & 33 Vict. c. 102, s. 22, which appears to authorize a rate of one halfpenny in the pound "on the gross value of the property assessed in the metro-

polis to the metropolitan consolidated rate." Up to the amount of such rate (but not further) we have little doubt that, in event of the force of firemen being at any time inefficient, a *mandamus* would lie to the Board of Works to make it efficient, though it is hardly necessary to observe that the issue of a *mandamus* is discretionary with the court, and that the court would require a strong case of inefficiency to justify its interference with so delicate a matter.

AN IMPORTANT QUESTION on the construction of sections 4 and 14 of the Licensing Act, 1828, under which licences are "transferred," is, it appears, shortly to be taken before Quarter Sessions on appeal from the Bristol Police Court. From the facts, which we stated fully last week (*ante*, p. 89), it seems that the questions are—(1) Whether justices have jurisdiction to transfer a licence to a person who will occupy the licensed premises as a servant, not as a tenant; and (2), whether they have a discretion, or are bound in law to transfer to the nominee of the transferor. Sections 4 and 14 are by no means clear at first sight. Section 4 enacts that "it shall be lawful for the justices in petty sessions, in the cases and in the manner and for the time hereinafter directed, to license such persons *intending to keep inns* theretofore kept by other persons being about to remove from such inns as they, the said justices, shall, in the execution of the powers herein contained, and in the exercise of their discretion, deem fit and proper persons, under the provisions hereinafter enacted, to be licensed. . . ." The expression, "intending to keep," is rather a loose one, but we do not think that a servant could be said not to be included therein; and on the question of jurisdiction, we have little or no doubt that the justices may transfer the licence to any person who proposes to live in the licensed house. With regard to beerhouses, no doubt it is provided, by 3 & 4 Vict. c. 61, s. 1, that no licence to sell beer under the Beer Acts shall be granted to any person "who shall not be the real resident holder and occupier of the dwelling-house in which he shall apply to be licensed." These words, especially the word "holder," would, we think, exclude the case of a servant; but even this is not quite free from doubt. The question of discretion appears to be concluded by such express words of section 4 as "in the exercise of their discretion," and "deem fit and proper." We think, however, that the discretion is strictly one as to persons, and that justices would not have jurisdiction to refuse to transfer on the ground that there were already too many licensed houses in a district, and so indirectly act as if they were granting new licences, in considering applications for which they are bound to consider evidence as to the number of existing houses (*Reg. v. Lancashire Justices*, L. R. 6 Q. B. 93). It is necessary, however, to consider the effect of section 14. This very long and involved section appears to contain an attempt to give a list of the "cases" referred to in section 4, but, singularly enough, it omits, in its operative part, to mention the case of a transfer *inter vivos*, and yet at the same time it authorizes a transfer *only in the cases mentioned therein*. We are forced to the conclusion, therefore, that for the transfer *inter vivos*, section 4 is the only one to be resorted to, and this conclusion is rather an unfortunate one for intending transferees; for section 14 contains no words conferring a discretion, but merely enacts that "it shall be lawful" to justices to make the transfer—which words, it might be argued, make a transfer obligatory. There is very little authority on the point, except that in the unsatisfactory case of *Reg. v. Rowell* (L. R. 7 Q. B. at p. 492), BLACKBURN, J., said, "As far as we can see, without having the assistance of counsel for the appellant, there is nothing whatever in the Act to make it obligatory on the justices at special sessions to grant a licence." We observe that in this case the quarter sessions dismissed an appeal from a refusal to transfer, but found as a fact that the appellant was a fit and proper person. They based the dismissal on the ground that the matter was for justices in special sessions to determine. This we fail to understand. Upon our reading of the Licensing Acts justices in special sessions have an absolute discretion either to grant or refuse a transfer, but justices at quarter sessions have an equally absolute discretion to overrule them on either point.

WE HAVE MORE THAN ONCE observed upon the probability of unexpected amendments of the law being discovered in the consolidating Municipal Corporations Act, which comes into operation on the 1st of January next, and, in reviewing the Act (26 SOLICITORS' JOURNAL, 770) we attempted to give a list of the principal alterations effected. We have now to call attention to an amendment which had previously escaped our notice, and which, in one construction of the Act, will very materially diminish the labours of the recorders in the matter of rating appeals. As is well known, by a practice dating from 17 Geo. 2, c. 38, the county justices have had no jurisdiction to hear rating appeals, except in boroughs where the borough justices are few in number (the number was originally four by 17 Geo. 2, c. 38, but this was increased to six by 1 Geo. 4, c. 36). The appeal was by 17 Geo. 2, c. 38, to the borough justices. The appellate jurisdiction of the borough justices was transferred to the recorder by the Municipal Corporation Act, 1835, but it was provided by section 8 of the Municipal Corporation Act, 1836 (6 & 7 Will. 4, c. 105), that no recorder should, by virtue of his office, have power to allow, apportion, make, or levy, or do any act whatsoever with relation to the allowance, apportionment, making, or levying of any rate whatsoever." In practice these words were construed as not having relation to rating appeals, and hundreds of such appeals have been heard and determined by recorders since 1835—whether with or without jurisdiction it is not material to inquire. The 165th section of the Act of 1882 appears, at first sight, to be merely a consolidation of section 8 of the Act of 1836, with the other sections *in pari materid* of the Act of 1835, enacting, as did the Act of 1835, that the recorder shall sit as sole judge, and shall have "cognizance of all crimes, offences, and matters cognizable by courts of quarter sessions for counties in England," and so forth. But, when we come to the exceptions, we find that they are repeated with an important variance. The words are:—

"But the recorder shall not, by virtue of his office, have power

"(a.) To allow, apportion, make, or levy any borough rate;

"(b.) Subject to the provisions of this Act respecting appeals from a rate, to do any act in relation to the allowance, apportionment, making, or levying of any rate whatsoever."

Now, the only provisions of the Act respecting appeals from a rate are those contained in section 143, sub-sections 9—11, which section and sub-sections relate only to a particular kind of appeal—namely, to the appeal by the overseers of a parish against a borough rate. Does the rule *expressio unius exclusio alterius* apply, and are all other rating appeals excluded? We reluctantly come to the conclusion that the rule applies. It must be pointed out that, if our construction be the correct one, the effect will be, not to let in an appellate jurisdiction of the county justices in substitution for the abolished jurisdiction of the recorder, but to take away the right of appeal altogether, except in the excepted case, and except in the few cases where there are only six borough justices, in which there will be an appeal to county quarter sessions by virtue of 17 Geo. 2, c. 38, as amended by 1 Geo. 4, c. 36.

WE REGRET to observe that in *Bishop Auckland Local Board v. Bishop Auckland Iron Company*, decided on Saturday last, a divisional court (FIELD and STEPHEN, JJ.) was divided on the important question whether a nuisance, to be within the Public Health Act, 1875, must be actually injurious to health. The question arose on section 114 of the Act, which enacts that "where any candle-house, melting-house, . . . or any . . . manufacture causing effluvia, is certified to any urban authority by their medical officer of health, or by any two legally qualified medical practitioners, or by any ten inhabitants of the district of such urban authority, to be a nuisance or injurious to the health of any of the inhabitants of the district, such urban authority shall direct complaint to be made before a justice, who may summon" the person offending, &c. FIELD, J., held that the nuisance must be injurious to health for this section to be brought into operation, while STEPHEN, J., was of the contrary opinion. The matter being criminal, there is no appeal, and the law upon this and many other important questions of domestic comfort must be considered unsettled. Independently of authority we should have no hesitation in saying that STEPHEN, J., was right and FIELD, J.,

wrong. But *Great Western Railway Company v. Bishop* (L. R. 7 Q. B. 550) is, no doubt, at first sight at least, a very serious authority in favour of those who create nuisances. It was there held, under the declaration in section 8 of the Nuisances Removal Act, 1855 (18 & 19 Vict. c. 121), that the word "nuisance" should include "any premises in such a state as to be a nuisance or injurious to health," that only nuisances injurious to health were included, and that there was no remedy under the Act for a nuisance caused by the continual dropping of water through a railway on to a public highway. And this case was followed as applicable to a case under section 91 of the Public Health Act, with some qualification, by STEPHEN, J., in *Malton Local Board v. Malton Manure Company* (L. R. 4 Ex. D. 302). We may, however, suggest some doubt whether the Public Health Act, which is an Act of far wider scope than the Nuisances Removal Act, ought to have received the same limited construction. On the narrow point as to what "or" means, we are quite unable to concur with the reasoning of the Court of Queen's Bench in *Great Western Railway Company v. Bishop*, that "or" ought to be read as "and," on the ground that otherwise "a very large number of nuisances" would come within the purview of the Act. Why should not the Act have been intended to give a summary remedy for all common law nuisances? Or, rather, why should an artificial construction be resorted to in order to prevent its having such application? Then, again, the medical practitioners, under section 114, judge by their scientific knowledge no doubt, but the ten ratepayers were surely intended to judge by their noses alone. As to the policy of a liberal construction of the statute, we cannot do better than transcribe a few words from the judgment of COCKBURN, C.J., in *Great Western Railway Company v. Bishop*:—"I think," said the late Lord Chief Justice, "that this conviction cannot be upheld, and I regret it, for I think that it would be very convenient and very useful that there should be a summary jurisdiction in such a case. . . . I cannot but think that it" [the nuisance complained of] "amounts to a very serious annoyance and inconvenience to persons who have to pass under the bridge, and that that annoyance and inconvenience is one which they ought not to be subject to."

THE ELEMENT of uncertainty—so agreeable to the advocate—which attaches to the creation of judge-made law, can present but few attractions to suitors themselves. A striking instance of such uncertainty has been afforded by two cases relating to the law of apprenticeship, both contained in this year's reports. In an apprenticeship deed—*Royce v. Charlton* (30 W. R. 2, L. R. 8 Q. B. D. 1)—it was stipulated that the apprentice should be provided by his mother with food, lodging, and other necessities, but the deed contained no stipulation as to the place where the contract was to be performed. When the contract was entered into the master carried on business at Mansfield, but on his subsequently giving up his business there, his apprentice brought an action against him for breach of contract. The defendant had also a business at Leicester, and expressed himself willing to carry out his agreement there, but to this the plaintiff would not consent. The case came on appeal from the justices before GROVE and BOWEN, JJ., and they held that, as there was no express stipulation in the deed relating to the place where the contract was to be performed, the offer of the defendant master was a sufficient compliance with the terms of the contract. Curiously enough a similar case has just occurred, *Eaton v. Western* (L. R. 9 Q. B. D. 636), where a like stipulation was made between the master and the mother of the apprentice, as to food and lodging, and upon the master ceasing to carry on business in London, where the contract was made, he required his apprentice to remove to Derby, where the firm also did business. The apprentice refused, and brought his action. The case was taken to the Court of Appeal, and the court (JESSEL, M.R., Sir J. HANNEN, and LINDLEY, L.J.) unanimously held that, where a parent of an apprentice agrees to provide food, lodging, and other necessities, and the deed of apprenticeship contains no express stipulation relating to the place where the contract is to be performed, there is an implied stipulation that the contract is to be performed at the place where the business is carried on, and where the parties were resident at the date of the indenture, and that to require an

apprentice to remove to another place is an unreasonable demand. The only case cited at all in point was *Coventry v. Windal* (1 Brownl. 67), where it was held that an apprentice to a surgeon was not bound to go with him to the West Indies, but might be required to go with him to any part of England; but that case was distinguished from the present one by the fact that in that case the apprentice was an inmate of the surgeon's family.

THE DISTINCTION BETWEEN REFERENCES UNDER SECTIONS 56 AND 57 OF THE JUDICATURE ACT.

THE provisions of the Judicature Act, 1873, sections 56 and 57, with regard to references to referees, whether official or special, have, since their enactment, given rise to no little difficulty and confusion, but now the law on the subject appears to have developed into a state of greater clearness. At first the true distinction between references under section 56 and those under section 57 seems to have been hardly appreciated, or, at any rate, not always borne in mind. The cases of *Longman v. East, Pontifer v. Severn*, and *Mellin v. Monico* (L. R. 3 C. P. D. 142) gave rise, however, to a discussion of those sections in which this distinction was more accurately drawn. In cases under the 56th section a question in the cause or matter is referred for inquiry and report, not for trial. In cases under the 57th section a question or questions, or issue or issues of fact, or account in the cause may be referred for trial. It should be observed that, by section 58, it is only the report of any referee on any question of fact on any such trial that is, unless set aside by the court, to be equivalent to a verdict of a jury. It would appear, therefore, that this provision only applies to references under the 57th section, and that in cases of such references the referee must be regarded for all purposes as simply substituted for a jury.

The difference between the two modes of reference, as to the form and effect of the report of the official referee, is very great, and it may be useful to illustrate this by reference to some of the decisions on the subject. In the *Dunkirk Colliery Company v. Lever* (L. R. 9 Ch. D. 20), it seems a little doubtful, from the statement of facts in the report, under which of the two sections the reference was ordered; as we have already said, there appears, so far as can be judged from the reports of the earlier cases, to have been at first a tendency to lump the two sections together without accurately distinguishing the scope of them respectively. But it would rather seem that the reference must be taken to have been under the 56th section. The case was one in the Chancery Division, and there does not seem to have been any suggestion that the intention was to substitute the referee for a jury. In fact, it would rather seem as if the natural working of the two sections would be, until a more complete assimilation of practice obtains, that, in the Chancery Division, the provisions of section 56 should be employed, and, in the Queen's Bench Division, those of section 57. In the case we are referring to, the Master of the Rolls, who seems to have been of opinion that the referee ought to state in his report the grounds on which his findings are based and his *ratio decidendi*, being dissatisfied with the principle on which the referee had proceeded, varied the finding on the notes of the evidence laid before the referee. The Court of Appeal held that he had no power to do so, the section giving him power in such a case to adopt the report either wholly or in part, but not to vary it.

An alteration of the rules has, it may be observed, been subsequently made, expressly intended, it would appear, to meet this decision, for the altered rule provides that the court may decide the question referred to any referee on the evidence taken before him, either with or without additional evidence as the court may direct: see ord. 36, r. 34, Rules of March, 1879. And the case of *Burrard v. Callisher* (L. R. 19 Ch. D. 644) shows the proper practice in the Chancery Division, when either party seeks to vary the referee's report, to be as follows—viz., when further consideration has been adjourned, to serve the opposite party with notice of a motion to vary for the usual motion day, which motion will then be adjourned, as a matter of course, to come on

with the further consideration; but when further consideration has not been adjourned, the proceeding to vary may be either by motion or summons. Questions of some difficulty, as it appears to us, might arise on the wording of the rule of 1879 with regard to its effect on references under section 57, for its terms appear to apply to both sections. It is clear, however, now, that under the 56th section the province of the referee is merely to inform the court by his report, in order that the court may deal with the question of fact referred, not to find a verdict which the court must treat as binding till set aside.

A very important decision has been recently pronounced by the Court of Appeal with regard to a reference under section 57 (*Miller v. Pilling*, L. R. 9 Q. B. D. 736), which again judicially illustrates the distinction between references under section 56 and those under section 57, showing that, in the reference under the latter section, the referee being substituted for a jury, the effect of his report is different from that of a report under section 56. The question there decided in the negative was whether a referee, under section 57, was bound to give reasons for his findings. It was held that he need only find the affirmative or negative of the issues, and that the issues could not be sent back to him for re-trial or further consideration merely on the ground that his report did not set out the reasons for his findings. Brett, L.J., in giving judgment, says, "When any matter is sent to an official referee, under section 56, he is to return a report, which may be wholly or partially adopted by the court; but, under section 57, the questions to be sent to the referee are not such as may only partially determine the matters in dispute, but the issues of fact are to be tried; that means the issues in the cause; the issues of fact, such as are ordinarily tried by a jury, are to be determined by the official referee. Therefore, if in an action there are issues of fact, the court may order them all to be tried by the official referee. He must report his conclusion to the court, but it is equivalent to the verdict of a jury. . . . Upon a proper motion, the evidence may be brought before the High Court, as in the case of an ordinary trial before a jury." Accordingly, it was held by the Court of Appeal, in *The Guardians of the Mansfield Union v. Wright* (L. R. 9 Q. B. D. 683), that the defendants were bound by the findings in the report of a special referee in the Court of Appeal, there having been no motion to set it aside. It is obvious that a case in which the referee is to try the issue is, in its nature, quite different from a case in which he is merely to report for the information of the court. In the latter case, it may be essential that he should state the reasons for his conclusions, for the court have to determine the facts. In the former case, the court is *prima facie* bound by his decision, unless it can be set aside as against evidence.

A question might possibly arise, though we are not aware that since the alteration of rule 34, above alluded to, such question has ever received any authoritative decision—viz., as to the time within which such a motion as that alluded to by Brett, L.J., to set aside the finding of a referee under section 57, must be made. It might be argued that the report being equivalent to the finding of a jury, the motion must be within the time limited by the practice with regard to motions for new trials; but there is obviously much difficulty in applying the same practice, the terms of the rule of March, 1879, on the subject of new trials not being appropriate to the circumstances of a trial before a referee. The convenient course would seem to be that the question of setting aside the findings of the referee should be discussed on the motion for judgment on the report, upon notice of motion given to the opposite party to that effect, by analogy to the equity practice in *Burrard v. Callisher*. But in *Burrard v. Callisher* the reference was under section 56, and the provision enabling the court to vary the report clearly applied, and it was that provision which was sought to be applied. The case was not one in which the report was equivalent to the finding of a jury and the application was to set that finding aside. We believe such a course as we mention has been adopted in cases of references under section 57 in the Queen's Bench Division; but, so far as we know, there is no report of a decision authoritatively settling the practice in this respect. When new rules are being settled, it would appear desirable that they should expressly provide for this matter.

THE JUDICIAL STATISTICS.

CHANCERY DIVISION.

At the commencement of the year ending on the last day of October, 1881, there were in the Chancery Division 673 causes ready for hearing; during the year 3,376 were set down and 2,404 causes were heard; 757 were otherwise disposed of, and 838 were left as *remnants* at the end of the year. From the return of orders made during the year, it appears that 64 orders were made on petitions for unopposed transfers, 248 on petitions under the Companies Acts, 1862 and 1867; 1,852 on other petitions, 2,529 on motion, 13,811 on summons at chambers, 335 on summons adjourned into court, and 109 on petitions or motions of course, making a total of 18,948 orders, as against 19,117 in the previous year, or a decrease of 169. During the year the aggregate number of days on which the courts sat was 816, including 22 in vacation, as against a total of 918 in the previous year. In addition to these days of sitting the Master of the Rolls sat 59 days in the Court of Appeal, Vice-Chancellor Bacon 29 days as Chief Judge in Bankruptcy, Mr. Justice Fry sat 32 days on circuit and 2 days in court to hear circuit cases and 4 days in the House of Lords, and Mr. Justice Kay sat 63 days on circuit. There were 319 causes transferred from the several judges to other judges of the Chancery Division. There were 519 references to the conveying counsel, as against 529 in the previous year, and 113 to the official referees, as against 106 in 1879-80. The number of decrees, orders, and judgments drawn up in the registrars' office was 20,400, and the fees taken thereon and on setting down causes, appeals, &c., was £13,562 16s. In the previous year the orders numbered 20,370, and the fees amounted to £13,806 9s.

CHANCERY CHAMBERS.

In the chambers of the four chancery judges of first instance having chief clerks, 40,347 summonses were issued, including 945 originating proceedings; 16,334 orders were made of the class drawn up by the registrars, and 10,357 of the class drawn up at chambers. The number of orders brought into chambers for prosecution was 3,361, besides 126 for winding up companies. The number of debts adjudicated upon was 16,598, of an aggregate amount of £2,889,105. The number of receivers' and other accounts passed was 3,464, showing receipts £15,556,413, and disbursements £12,526,011. Estates to the number of 1,010 were sold by the court, and realized an aggregate sum of £2,876,516, and 118 estates were purchased under orders of the court. At the date of the return there were 6,551 orders in chambers under which accounts and inquiries were pending, besides 1,132 companies being wound up whose affairs had not been closed. The amount collected in chambers by means of stamps was £17,953, as against £19,634 in the previous year.

CENTRAL OFFICE.

There were 5,409 writs of summons for the commencement of actions in the year ending the 31st of October, 1881, and there were, in addition to this, 816 actions commenced by summons; there was also 1 petition of right, 8 schemes for railway arrangement, and 61 actions transferred from district registries. The appearances entered numbered 11,236, and 285 writs of execution were issued. The writs issued for the Probate Division from the Central Office numbered 214, and there were 488 appearances entered; the writs issued in admiralty cases numbered 332, and the appearances 450. The return of proceedings in the filing and record department of the Central Office show that, during the year, 635 writs and notices of *distringas* on stock were filed, 526 depositions, 3,907 certificates of chief clerks in chancery, 3,907 certificates of taxing masters in chancery, and 7,243 certificates of the Chancery Paymaster; 62 reports of official, and 14 of special, referees were filed, 2,073 petitions, 4,766 pleadings, 156 special cases, 11,044 Queen's Bench orders, and 35,224 copies of printed chancery orders were received, and 139,099 affidavits were filed.

EXAMINERS.

A return furnished by the examiners shows that 163 witnesses were examined, as compared with 196 in the previous year, and that the fees collected by means of stamps amounted to £269, as against £246.

SECRETARY OF THE ROLLS.

The number of petitions set down for hearing before the four judges of the Chancery Division who hear petitions was 2,125, being 102 more than in 1879-80; there were, moreover, 4,620 petitions of course. The total amount of fees collected in the office of the Secretary of the Rolls was £3,000 14s. 4d., as against £2,906 16s. 8d. in the previous year.

CHANCERY TAXING MASTERS.

The number of orders and references for taxation in 1880-81 was 5,481, on which references 10,167 bills were taxed, and 4,737 certificates or *allocators* made; these figures show an increase over those of the previous year of 511 in the number of references, 462 in the number of bills taxed, and 315 in the number of certificates and *allocators* made, but the fees of taxation, which amounted to £36,573, show a decrease of

£213, and the total amount of bills, which was £1,293,357, shows a decrease of £34,700.

MASTERS IN LUNACY.

There were 114 orders of inquiry in commission of lunacy executed by the masters, and 311 reports made to the Lord Chancellor. The amount of cash paid into court on behalf of lunatics' estates was £391,079, and the amount of stock transferred out was £56,705.

REGISTRAR IN LUNACY.

The returns furnished by the registrar in lunacy show that there were 234 petitions presented for hearing, besides 182 for orders for inquiry under the Lunacy Regulation Act, 1862; 117 orders for inquiry were made, besides 526 other orders and masters' *fiats*; 694 certificates of masters in lunacy were filed. The amount of cash directed to be paid into court was £90,070, and the stock directed to be transferred into court was £227,449, while, during the year, £902,351 stock and £38,579 cash were directed to be transferred and paid out of court.

CHANCERY PAYMASTER.

The return furnished by the Assistant Paymaster-General for chancery business of the proceedings in the office for the year ending the 31st of August, 1881, shows that during this period £11,906,161 cash was paid into court, and £11,676,538 paid out; that the total number of cheques drawn was 59,164, and that the accounts numbered 35,954. The fees collected by stamps amounted to £1,193. All these figures show a large increase over those of the previous year. On the 1st of June, 1881, the amount of stock and securities in court showed a nominal value of £69,939,628, and the cash was £5,463,638, showing roughly an aggregate of £75,403,266. Although this date is only nine months after that of the last previous return, it shows an increase during that period of suitors' funds amounting to £294,430.

CHANCERY OF THE COUNTY PALATINE OF LANCASTER.

The number of suits and matters originated in the Chancery Court of the County Palatine of Lancaster in the year ending the 31st of October, 1881, was 631, as against 557 in the previous year. Of this number 457 were originated by writ, 3,669 administration summonses, and 138 by special case, petition, or other summons. Decrees and orders on original hearing were made in 252 cases, and on further consideration in 93. There were also 62 orders made on petition, 336 on motion, and 1,498 on motions of course. There was transferred and paid into court £35,205 stock, and £332,041 cash, and out of court, £47,797 stock, and £371,639 cash. The fees received amounted to £11,532.

CROWN OFFICE, QUEEN'S BENCH.

The return made by the Queen's Coroner and Attorney and Master of the Crown Office for the year ending the 31st of October, 1881, show that 5 persons and 1 railway company were during the year convicted of misdemeanour. There were 40 applications for *mandamus*, of which 15 were made absolute; 134 for *habeas corpus*, and 54 writs were granted; 15 writs of *certiorari* were issued, and 2 of prohibition; and that 17 orders of sessions were removed into the Queen's Bench. The total amount of fees received for business done in the Crown Office was £1,096 18s.

QUEEN'S BENCH DIVISION.

The masters' return shows that 55,763 writs of summons were issued, as against 53,333 in the previous year, and that 196 actions were transferred from district registries; 31,673 appearances were entered, 24,622 judgments made, and 16,694 executions issued thereon. References to the masters were made in 540 cases. Of matters heard, we find there were 506 motions for new trials, 666 other motions, 35 special cases, and 43 demurrers. The total amount of fees was £105,991 3s. 3d., as against £84,188 1s. 11d. in the previous year. The number of bills of costs taxed in the Queen's Bench Division in 1881, exclusive of bills taxed under the statute, was 13,683.

PARLIAMENTARY ELECTIONS ACT.

One election petition was presented and the election declared void. The total costs, as per bills delivered in reference to petitions presented since the general election in 1880, was £42,544, of which £26,192 8s. 9d. was taxed off, and the amount allowed, including fees of taxation, was £16,351 11s. 3d. In the previous year there were 41 election petitions presented, on which 16 elections were declared void, 9 declared valid, 15 petitions were withdrawn, and 1 remained to be tried.

ASSOCIATES' DEPARTMENT.

There were 1,013 causes for trial at London and Westminster made *remands* from the year previous to that for which the return is made, 2,211 causes were entered for trial at London and Westminster, and 1,373 at *Nisi Prius*. At *Nisi Prius* 846 trials took place, 15 others were made *remands*, and 412 were otherwise disposed of. Of the cases to be tried at London and Westminster, 1,035 were defended and 119 undefended, 643 were made *remands*, 1,105 were withdrawn or struck out, and 312 were otherwise disposed of. Judgments to the number of

24,622 were entered up in the offices of the Queen's Bench Division. In the 2,427 causes tried at London and Westminster and at *Nisi Prius* the verdict was for the plaintiff in 1,302 instances, and in 16 it was for the plaintiff subject to a special case, and in 120 for the plaintiff by consent. In 471 cases the verdict was for the defendant, in 66 the jury were discharged without delivering a verdict, in 97 a juror was withdrawn, in 49 there was a nonsuit, 28 were reserved for further consideration, and 32 actions were dismissed, while 246 remained or were struck out. The 16,694 writs of execution issued comprised 15,167 writs of *fiat facias*, 429 of possession, and 1,098 of *elegit*. In respect of the 506 motions for a new trial, we find that 95 rules were refused, and 212 rules *nisi* granted, 89 were made absolute, and 110 discharged.

JUDGES' CHAMBERS.

The return from judges' chambers shows that there were 61,462 summonses issued, and 57,608 orders made.

OFFICIAL REFEREES.

Of the 161 cases, including *remands*, which were before the official referees at the commencement of the year, 72 defended and 5 undefended cases were closed, 37 were part heard, 20 were withdrawn, and 3 stood over by order of the court, while the remaining 24 had not been entered upon, and were, therefore, *remands*.

DISTRICT REGISTRIES.

The number of summonses issued out of the district registries was 32,373, being 296 more than in the previous year; 242 actions commenced in district registries were transferred to London; 11,292 judgments were pronounced, 6,830 executions issued, and 12,640 applications made in chambers; 268 causes were remitted to county courts, and 175 referred. The amount of fees received in the registries was £25,488, being £262 more than in the previous year.

REVENUE BUSINESS, QUEEN'S BENCH DIVISION.

A return furnished by the Queen's Remembrancer shows that on the Revenue side of the court there were 6 causes by English information and exceptions to answers, and 8 cases on appeal as to income tax, inhabited house duties, and stamp duties; besides 10 motions heard, 19 decrees and orders, and 55 orders for attachment, and 3 orders in Revenue cases made by the Court of Appeal drawn up. The trial of the *Pyz* was by a jury of goldsmiths, presided over by the Queen's Remembrancer, at Goldsmith's Hall, and the verdict recorded in his office.

SUITORS' FUND, QUEEN'S BENCH.

The suitors' fund consisted, at the beginning of the year, of £90,776 2s. 3d.; during the year £130,705 11s. 3d. was paid into court, and £123,124 5s. 2d. was paid out, leaving a balance at the end of the year of £99,357 9s. 3d.

FEES OF COURT, &c.

The total receipts in all divisions of the High Court of Justice, the Court of Appeal, and the district registries of Manchester and Liverpool, in the year ending the 31st of March, 1882, amounted to £495,759 17s. 10d.; in the Court of Bankruptcy to £112,718 7s.; and, in the Land Registry, to £840 3s. 10d., making a grand total of £609,318 8s. 8d., or a decrease from the previous year of £20,793 0s. 7d. The payments were, as regards the High Court, &c., £696,297 5s.; in the Court of Bankruptcy, £107,521 9s. 3d.; and in the Land Registry, £6,050 12s. 11d.; making a grand total of payments of £809,869 7s. 2d., or £19,539 8s. 6d. less than in the previous year.

PROBATE COURT.

There were 17,101 probates and administrations granted during the year ending the 31st of October, 1881, in the principal registry, besides 397 on the hearing of actions or on summons or motion; 1,371 *caveats* were entered, 440 motions made, 172 actions brought, and 171 summonses taken out; 18 cases were tried by special jury, and 17 by common jury, and the judge heard 70 cases without a jury. At the end of the year 112 actions were in progress. During the year 58 probates or administrations were revoked. The total amount of fees in court and contentious business was £1,866. The amount under which effects were sworn was £76,887,435, but the amount of stamps on probates and administrations cannot be given this year on account of the recent alteration in the law. The amount of fees received by stamps in the principal registry was £65,767, as against £87,329 in the previous year. The expenditure for the year was £46,467 for salaries; £8,047 for registering and copying clerks; and £494 for incidental expenses; making a total of £53,008, or £435 less than in the previous year.

PROBATE DISTRICT REGISTRIES.

There were 27,087 probates and administrations granted in the district registries, and the amount of fees received was £72,924. The amount of the duty is not given. The amount under which effects were sworn was £50,165,873, making, with the amount for the principal registry, £127,890,614.

RECENT DECISIONS.

RELIEF AGAINST FORFEITURE.

(*Quiller v. Mapleson*, C.A., 31 W. R. 75, L. R. 9 Q. B. D. 672.)

We discussed this case immediately after its decision by the Court of Appeal, but it is worth while to consider it again with special reference to the terms on which relief against the forfeiture was afforded. The forfeiture was for breach of a covenant to insure. It appears from the report in the WEEKLY REPORTER (though the imperfect statement of facts in the *Law Reports* omits the fact) that the plaintiff, the landlord, had insured the premises in the sum required by the covenant for his own protection. Under these circumstances the court granted the defendant relief on terms of his (1) repaying to the landlord the premiums paid by him on his policy, with interest thereon, stated in the WEEKLY REPORTER to be at four per cent; (2) paying rent up to Midsummer—i.e., rent not due on the hearing of the appeal; and (3) paying the costs both in the Court of Appeal and in the court below.

As regards the first and the last of these conditions there is little to be said. It was obviously just that the landlord should be recouped the money he had expended in keeping on foot a policy in place of that which the tenant was bound to keep up and did not keep up. The only question which arises as to the first condition is, for how long a period will a landlord who finds that the demised premises are not insured, as prescribed by the covenant in the lease, be justified in insuring them for his own protection? Suppose he pays the premium on an insurance for the amount mentioned in the covenant for twelve months; and the tenant next day effects an insurance covering the same period and for the same sum, what will be the terms on which relief will be granted against the forfeiture incurred by the tenant for breach of the covenant to keep insured? Surely it would be unreasonable that he should have to repay to the landlord the whole of the twelve months' premium and interest. It would seem that the landlord would have sufficiently protected himself if he had insured for the shortest period usual, and at the end of that period, in case the tenant had not effected an insurance in pursuance of the covenant, renewed his insurance. The reports of the recent case unfortunately omit to mention the length of time for which the landlord insured.

The important matter, however, to be noticed in the terms on which relief was afforded in the recent case is the requirement that the tenant should, as a condition of relief, do something not in any way connected with the cause of forfeiture—viz., pay up rent. It has hitherto been understood that the terms of relief must have some reference to the cause of forfeiture. The words of section 14 (2) of the Conveyancing Act, 1881, are, "and, in case of relief, may grant it on such terms, if any, as to costs, expenses, damages, compensation, penalty, or otherwise . . . as the court, in the circumstances of each case, thinks fit;" and sub-section (8) expressly provides that "this section shall not affect the law relating to re-entry or forfeiture, or relief in case of non-payment of rent."

The following dates have been fixed by the judges for holding the ensuing winter assizes, viz.:—North-Eastern Circuit (Mr. Justice Denman and Mr. Justice Day)—Newcastle, Thursday, January 11; Durham, Thursday, January 18; York, Thursday, January 25; Leeds, Wednesday, January 31. Oxford Circuit (Mr. Baron Huddleston and Mr. Justice North)—Reading, Thursday, January 11; Oxford, Monday, January 15; Worcester, Thursday, January 18; Stafford, Wednesday, January 24; Shrewsbury, Saturday, February 3; Hereford, Wednesday, February 7; Monmouth, Friday, February 9; Gloucester, Tuesday, February 13.

At the Liverpool Chancery Court on Monday, before Vice-Chancellor Bristowe, an application was made by Mr. Rotch, on behalf of Mr. C. E. Driffeld, coroner for the south-western division of Lancashire, for permission to resign his appointment. Mr. Rotch said Mr. Driffeld had held the post for thirty-one years, and now wished to retire on the ground of ill-health. The application was an unusual one, and it appeared that considerable uncertainty had been felt as to the method of procedure in such a case. Mr. Rotch said he had a petition, signed by a number of freeholders, setting forth the facts and asking for the issue of the necessary writs for the appointment of a new coroner. The Vice-Chancellor said it was difficult to ascertain what course should be taken, and he had been at some trouble in London to ascertain it. Mr. Rotch said he was under an obligation to the Vice-Chancellor for having done so, for equal uncertainty had prevailed in Liverpool. After some further discussion, an order was made by the court for the issue of a writ *de coronando*, to be followed by a writ for the appointment of a new coroner, and it was stated that a few days' interval would necessarily intervene between the two.

REVIEWS.

EQUITY.

A PRACTICAL EXPOSITION OF THE PRINCIPLES OF EQUITY, ILLUSTRATED BY THE LEADING DECISIONS THEREON. By H. ARTHUR SMITH, Barrister-at-Law. Stevens & Sons.

We regret to have delayed so long our notice of this book. The idea of the author is to give a systematic exposition of the principles of equity, and to associate them with the leading cases. His mode of carrying out this idea may be illustrated by a reference to the part of the work relating to the wife's equity to a settlement. In this he gives, first of all, a short sketch of the history of the doctrine, and then, under the heading "Characteristics of the Principle," states concisely the facts and judgments in *Lady Elbank v. Montolieu* and *Murray v. Lord Elbank*, subsequently considering under distinct headings the rights of the children, out of what property settlement may be claimed, waiver of settlement, what circumstances will bar the equity, amount of the settlement, form of the settlement, and how far the settlement binds creditors. Under each of these heads the information afforded is sufficiently full and in general tersely expressed. We confess, however, that we do not see the advantage, in a work of this kind, of occupying more than a page in discussing the question whether a wife can claim her equity out of her life interest as against her husband living with and maintaining her. There can be no reasonable doubt that she cannot, and the headnote to *Taunton v. Morris* (L. R. 11 Ch. D. 779) hardly deserves the attention Mr. Smith bestows on it. In that case the husband was insolvent, and the claim was by the provisional assignee under his insolvency. It is obvious, therefore, that the husband could not be maintaining the wife, and that the decision is not in point. The subject least satisfactorily dealt with in the book is that of trusts. Within the limits of not much more than one hundred pages it was hardly possible to treat with the requisite fulness so large a branch of equity; but we think that a better statement and arrangement of the leading principles might have been adopted. The book, however, seems to us to be one of great value to students, and, with judicious revision, it may be made in the next edition a standard manual of equity.

LIFE INSURANCE LAW.

THE LAW OF LIFE INSURANCE, WITH A CHAPTER ON ACCIDENT INSURANCE. By CHARLES CRAWLEY, Esq., Barrister-at-Law. W. Clowes & Sons, Limited.

This is, in many respects, one of the most satisfactory of the new law books which has recently come into our hands. The author has not only collected all the law on his subject, but has completely digested it, and presented it in the garb of an easy and pleasing style. In his introduction he gives a sketch of the rise and progress of life insurance, which is full of curious details. Insurance upon lives seems to have originated as a branch of marine insurance, and in its early stages it was confined to insurance against the risks of a voyage. Before the middle of the sixteenth century, however, life insurance in its modern sense appears to have been generally known, and Mr. Crawley gives a form of life policy in use at Florence at the beginning of the seventeenth century. He cites, as the earliest English case relating to life insurance, *Bendir v. Oyle* (Style, 136), decided in 1649. In 1706 the first life insurance company—the Amicable Society—was established, and before 1800 there were only eight life insurance companies in operation, whereas there are now 107 companies furnishing returns to the Board of Trade.

Mr. Crawley divides his subject into two parts, the first devoted to the contract of insurance and the other to the insurers. Under the first head he deals with the formation, assignment, performance, and avoidance of the contract. Under all these sub-divisions the matter is well arranged, and the effect of the cases is accurately and concisely given. Under the head of avoidance of the contract there is an interesting discussion of the doctrine of *Whellon v. Hardisty* (8 E. & B. 232), that innocent mis-statements do not avoid a contract of life assurance unless there be a condition that they shall. Part II. is mainly devoted to the constitution, amalgamation and novation, and winding up of insurance companies. The chapter on novation is in great part devoted to the consideration of the divergence between the cases in chancery and those before Lords Westbury and Cairns. The author's conclusion that it is on the mode of proof rather than on questions of principle that the divergence shows itself is indisputable; but we should have been glad of something more definite in the way of conclusion as to the merits of the conflicting views.

ADMIRALTY LAW AND PRACTICE.

A SUMMARY OF THE LAW AND PRACTICE IN ADMIRALTY, &c. By T. EUSTACE SMITH, Barrister-at-Law. SECOND EDITION. Stevens & Haynes.

In this new edition of Mr. Smith's useful summary we have found duly noted all the leading recent cases for which we have looked. The book is well arranged, and forms a good introduction to the subject. In the appendix, rules of practice and forms are given, also a table of costs and fees.

CORRESPONDENCE.

THE SETTLED LAND ACT.

[To the Editor of the Solicitors' Journal.]

Sir,—I beg to thank you for your very clear exposition of the provisions of this Act bearing upon the enfranchisement of copyholds by lords of manors who are tenants for life.

The result appears to be that in such a case as that put by me, which is an actual case within my own knowledge, and, I believe, only one of a numerous class, it will be simpler and less expensive to continue the present practice of effecting enfranchisements under the Copyhold Acts, except in cases where it is desired to make use of the wider powers of the Settled Land Act in regard to the application of the enfranchisement money.

Cirencester, December 11.

A STEWARD.

NEW TRUSTEES.

[To the Editor of the Solicitors' Journal.]

Sir,—Will any of your readers kindly oblige me by an opinion on the following question?—"Can the survivor of two executors and trustees, by virtue of the Conveyancing Act, 1881, s. 31, retire and appoint two new trustees, the trust estate consisting, after payment of debts, legacies, &c., of household furniture, fully paid-up shares, leasehold property, and a business held upon trusts for the benefit of testator's widow and infant children? If so, what deeds are necessary, who should be made parties, and what would be the effect of such a retirement upon the gift of a legacy to the executor for his trouble in carrying into execution the trusts of the will?"

SUBSCRIBER.

SLANDER.

[To the Editor of the Solicitors' Journal.]

Sir,—I believe it has been recently decided that the statements of a poor law guardian made at a board meeting are not privileged, and that he may accordingly be held responsible for any slander spoken in that capacity.

Being interested in this point, on behalf of a district medical officer, who has had vexatious and frivolous charges brought against him by a guardian, I shall feel obliged to any of your readers who will be good enough to refer me to the decision in question.

Teddington, December 13.

EDWARD F. M. RYAN.

CONVEYANCING COUNSELS' FEES.

[To the Editor of the Solicitors' Journal.]

Sir,—Connected with the subject of solicitors' remuneration in conveyancing matters is the question of the fees of conveyancing counsel. They, like ourselves, have hitherto been paid with reference to length. Drafts are now about half the length they were ten years ago. Our charge for drawing is to be doubled. Why not counsels? But what would the taxing master say to this? Perhaps some of your readers have had occasion already to consider this point practically.

Q.

It is stated that the Home Office has been in communication with the Surrey coroners with a view to increase the number of coronerships of the county. It is now proposed to appoint two coroners to East Surrey, two to West Surrey, and one to the Mid-Surrey district. Mr. W. Carter has had his choice of divisions, and it is stated has accepted the district comprising Camberwell, Peckham, and Dulwich.

On Thursday evening the members of the South-Eastern Circuit entertained Mr. Justice Day at dinner at the Albion Hotel, Aldersgate-street, in order to celebrate his recent elevation to the bench. The dinner was originally fixed to take place in July last, but it was then postponed, on account of the leading members of the bar being invited to dine at the Mansion House on the same evening. The chair on the present occasion was occupied by Mr. J. R. Bulwer, Q.C., M.P., and upwards of 150 of both the past and present members of the circuit assembled to do honour to the learned judge.

It appears from the forty-third report of the Deputy-Keeper of the Public Records, that the examination into the documents belonging to the late masters of the Court of Chancery has been continued. The greater part of them were formerly in the office in Southampton-buildings, in twelve vaults and two presses, there not being room in the record repository to receive them. Some documents and the indexes had been transferred to the repository. The remaining portion was removed to the houses in Rattle-yard, forming a portion of the Public Record Office, in November and December, 1881. It consisted of 400 lists, 927 boxes, 7,018 volumes, 6,063 bundles of papers, &c., 8 rolls, and 20 plans.

CASES OF THE WEEK.

APPEAL—TIME—INFORMAL NOTICE—EXTENSION OF TIME—COMPANY—WINDING-UP PETITION—DISMISSAL—ORD. 58, RR. 3, 9, 15.—In a case of *In re The New Callao*, before the Court of Appeal on the 8th inst., the question arose whether a notice of appeal from the dismissal of a petition for the winding up of a company had been given in time. On the 3rd of August the petition was dismissed by Chitty, J., and, on the 10th of August, the petitioner's solicitors wrote to the solicitor of the company as follows:—"We are surprised to find upon inquiry you have taken no step to draw up the order dismissing petition herein. We are anxious about this matter, as we are advised and intend to give notice of appeal. . . . We shall use this letter, together with Mr. Attwood's evidence, on the appeal." A formal notice of appeal was served on the 30th of October, but, as the time for appealing had then expired, the question was whether the letter of the 10th of August was a sufficient notice of appeal. The court (JESSEL, M.R., and COTTON and BOWEN, L.J.J.) held that it was not. The rules required that notice of motion by way of appeal, stating whether the whole or part only of the order was complained of, should be served upon all parties affected by the appeal within the time limited. These requisites were not complied with in the letter of the 10th of August, which simply gave notice of an intention to serve a notice of appeal. It was not a notice to the company, but only a letter to their solicitors. No one reading it would say that it was intended to be a notice of motion by way of appeal. The appellants might afterwards have changed their minds, and to any application by the respondents for the costs of an abandoned motion, the answer would have been that they were too much in a hurry, as there had been no actual notice of motion served. And their lordships held that no ground had been shown for extending the time. JESSEL, M.R., said that there was less reason for doing so in the case of the dismissal of a petition to wind up a company, because it was not final in its character, inasmuch as another petition might be presented by another person. And his lordship distinguished *Little's case* (L. R. 8 Ch. D. 806) from the present, saying that he thought the question there was really the construction of the notice which had been given.—SOLICITORS, *Greenfield & Abbott*; *Lewis Davis*.

VEXATIOUS LITIGATION—ACTIONS IN ENGLISH COURT AND FOREIGN COURT—STAYING PROCEEDINGS—JURISDICTION.—In a case of *McHenry v. Lewis*, before the Court of Appeal on the 9th inst., a question arose as to the jurisdiction of the court to stay the proceedings in an action, on the ground that another action between the same parties is pending in a foreign tribunal for the same purpose. Chitty, J., refused an application by the defendants to the present action to stay the proceedings. He held (26 SOLICITORS' JOURNAL, 450, L. R. 21 Ch. D. 202) that where the actions were *in personam* and not shown to be frivolous or vexatious, it was no ground for staying proceedings in the action in this country that there was another action pending in this country which related partly, and another action in a foreign country which related wholly, to the same subject-matter. The Court of Appeal (JESSEL, M.R., and COTTON and BOWEN, L.J.J.) affirmed the decision. They entertained no doubt as to the inherent jurisdiction of the court to prevent a defendant from being improperly vexed and harassed, by staying the proceedings in an action when the plaintiff had brought another action against him in another court for the same object, and in respect of the same subject-matter. This jurisdiction had been constantly exercised when both actions were pending in the Queen's courts, either in England or in any other parts of the British dominions. The same principle applied when one of the actions had been brought in a foreign country, and they were not prepared to hold that in no such case could this jurisdiction be exercised. But, where one of the actions was brought in this country and the other in a foreign country (as distinguished from Scotland or Ireland) it would not be, of course, for the court to interfere. Some very special circumstance, showing vexatious proceeding or oppression on the part of the plaintiff, must be established. This had not been done in the present case.—SOLICITORS, *Trinders & Curtis-Hayward*; *Hores & Pattison*.

BANKRUPT—LEASEHOLD INTEREST—DISCLAIMER BY TRUSTEE—LEAVE OF COURT—IMPOSITION OF TERMS FOR BENEFIT OF LANDLORD—MORTGAGE—ATTORNMENT CLAUSE—BANKRUPTCY ACT, 1869, s. 23—BANKRUPTCY RULES, 1871, r. 28.—In a case of *Ex parte Isherwood*, before the Court of Appeal on the 7th inst., an important question arose as to imposing terms on a trustee in a bankruptcy for the benefit of a landlord, when leave is given to the trustee, under rule 28 of the Bankruptcy Rules, 1871, to disclaim a lease or tenancy of the bankrupt. In the present case John Knight, on August 3, 1875, executed a mortgage of freehold property to the trustees of a building society to secure the repayment of a sum of £7,500 lent to him by the society, with interest thereon and fines. The principal and interest were to be paid in a series of monthly instalments of £71 17s. 6d. each, and, in the event of the monthly payments not being punctually made, large fines were to be incurred. The mortgage deed contained an attornment clause, by which the mortgagor agreed that, if the mortgagees should at any time become entitled to enter into possession of the property or receipt of the rents (which, under the terms of the deed, they were entitled to do if he should be for three months in arrear with his monthly payments), and he should be in occupation of the property, he should, during such occupation, be tenant thereof to the mortgagees from month to month, at a monthly rent equal in amount to the moneys which ought to be paid monthly by him, including fines, and power was given to the mortgagees to determine the tenancy by fourteen days' notice. On December 2, 1881, Knight having been in default for three months, the society levied a distress on the property for £664, the whole amount then due from him under the rules, he being still in occupation of the property. On December 5 he was adjudicated a bankrupt, on a petition

presented on December 2, founded on an act of bankruptcy committed on November 26, and on December 21 trustees of his estate were appointed, who took possession of the mortgaged property. On January 11, 1882, the society levied a second distress for £255, the further amount then due from Knight to the society. On January 14 an agreement was entered into between the trustees and the society, which provided that the goods seized under the distresses should be sold by the trustees, and the proceeds of the sale paid into a bank in joint names, pending the determination of the validity of the distresses, and without prejudice to any rights of the society. The goods were accordingly sold, and the money arising from the sale was paid into the bank. On February 9 the society put in a third distress for £127, and on May 15 a fourth distress for £375. On March 21 the judge of the county court had declared the attornment clause and the distresses void as against the trustees in the bankruptcy, and on May 8 the Chief Judge had reversed this decision, and his decision was affirmed by the Court of Appeal on July 20: *vide Ex parte Vaisey* (31 W. R. 19, L. R. 21 Ch. D. 442, 26 SOLICITORS' JOURNAL, 615). On May 18 an agreement was entered into between the trustees and the society, that the goods seized under the third and fourth distresses should be sold by the trustees and the proceeds paid into the bank as before, and that the moneys in the bank under both agreements should be applied in payment of all the distresses, so far as they should not be held void. The trustees had been in occupation of the mortgaged property until July 16, but it did not appear that the bankrupt's estate had derived any benefit from their occupation. After the decision of the Court of Appeal in favour of the validity of the attornment clause, the bankrupt's trustees applied to the county court for leave to disclaim the tenancy created by the attornment clause. The judge gave leave, but, by his order, declared that the society were entitled to be paid the £664, the amount of the first distress, and also, as the monthly rent under the attornment clause, the amount of the monthly subscriptions payable by the bankrupt to the society under the provisions of the mortgage deed, commencing from the last rent comprised in the first distress and ending on the 25th of August, the day on which the judge pronounced his judgment, together with the fines payable by the rules of the society, the fines to run until the proceeds of the sale of the goods were from time to time paid into the bank under the provisions of the two agreements. And it was ordered that these sums should be paid to the society out of the moneys in the bank, and, if those moneys should be insufficient, the deficiency was to be made good out of the bankrupt's estate. The society contended that the fines ought to run until the payments should be actually made to them, and not merely until the moneys were paid into the bank, and also that the monthly rent should be paid down to the date of the actual execution of the disclaimer. The amount payable to the society under the order was £1,581; the amount of the four distresses was £1,423. The decision of the county court was affirmed by Bacon, C.J., and his decision was affirmed by the Court of Appeal (JESSEL, M.R., and COTTON and BOWEN, L.J.J.). JESSEL, M.R., would not say whether the society had not got more under the order than they were entitled to. He was quite satisfied that they had got as much as they were entitled to. It was not necessary to say whether rule 28, of 1871, was *ultra vires*, for, as the trustees were applying to the court under it, they could not complain of it, and the society did not complain. But, if the rule was not *ultra vires*, it could not mean that, in every case of a disclaimer of a lease, the landlord was to be placed in the same position as if the disclaimer had never been executed. The rule must apply only where some special circumstances were shown to exist, and in such a case the landlord might be entitled, not to rent, but to some compensation for the use and occupation of the property for the period during which he had been kept out of possession. His lordship did not intend to limit the special circumstances to cases where the occupation of the property by the trustee in the bankruptcy had been beneficial to the bankrupt's estate, but there must be something special. In the present case the relation between the parties was not the ordinary relation of landlord and tenant, but the ordinary relation of mortgagee and mortgagor. The nature of that ordinary relation was well known. In equity the mortgagor was the owner of the property, and the mortgagee was only entitled to a charge on it. At law the mortgagee was the legal owner, and the mortgagor was his tenant at will. In ordinary cases that was a tenancy without any liability to pay rent, but an agreement might be superadded, as in the present case, for a tenancy at a rent. Such an agreement altered the legal relation between the parties, but not the equitable. The rent must go in reduction of the principal and interest; it was the subject of account by the mortgagee. The mortgagee remained in equity only a charge and the mortgagor was the owner of the estate. That was the true position of the parties in the present case, and, moreover, the mortgagees had the right to take possession on giving fourteen days' notice. If they took possession they became at law the legal owners in possession, and in equity they became mortgagees in possession. The nature of the rent reserved must be looked at, whether it was a rent for the occupation of the land, or, as in the present case, what might be called a fancy rent, fixed with reference to the monthly payments due by the mortgagor. In the present case the rent appeared to have amounted to the full value of the property, and, perhaps, a little more, though not so much more as to lead the court to think it was not a *bond fide* rent. If the rent was more than the value of the property, the keeping the mortgagee out of possession did not inflict on him an injury equal to the amount of the rent reserved. And, in the present case, the mortgagees could have got possession at any time by giving fourteen days' notice. It was a voluntary keeping out of possession by them in order to obtain by means of the distresses a larger sum than they could have got by letting the property. Considering the real relation of the parties, his lordship could not see that the mortgagees had sustained any injury, and he could see no reason whatever for imposing on the trustees in the bankruptcy any further terms than those which had been already imposed. The appellants were certainly not entitled to complain of the order. COTTON, L.J., was of the same opinion. The argument was that, whenever an application was made by a trustee in a bankruptcy for leave to disclaim a lease of the bankrupt, the trustee should be put

on the terms of paying the whole of the rent to which the bankrupt was liable under the lease. That would be, in effect, to repeal the provisions of section 23 of the Act, which said that on the execution of the disclaimer the trustee should be relieved from liability under the lease as from the date of the adjudication. In some special circumstances, no doubt, the trustee ought to be put under the terms of making some payment to the lessor, who would have no remedy in respect of the trustee's use and occupation of the property, and who, at the same time, could not treat the trustee as a trespasser. It was not necessary to define exactly under what circumstances terms ought to be imposed on the trustee, but the power ought not to be limited to the case of an occupation by the trustee which was beneficial to the bankrupt's estate. His lordship could not see that the sum which had been allowed to the landlord in the present case was not amply sufficient, even if this had been an ordinary case of landlord and tenant. But, in fact, the whole foundation for imposing terms on the trustees was wanting. The reason for doing so was that the owner of the property had, from the date of the adjudication, been kept out of it, and that, on the execution of the disclaimer, he would have no remedy against the trustee. But here the owner of the land had been in possession of his own land. The possession had been in accordance with the title. And the society had not been kept out of possession by the trustees, for they could have taken possession at any time on giving fourteen days' notice. BOWEN, L.J., concurred.—SOLICITORS, H. B. Priest; Paterson, Snow, & Bloxam.

STATUTE OF LIMITATIONS—MORTGAGE DEBT—ACTION ON COVENANT—PERIOD OF LIMITATION—REAL PROPERTY LIMITATION ACT, 1874 (37 & 38 VICT. c. 57), s. 8.—In a case of *Sutton v. Sutton*, before the Court of Appeal on the 12th inst., the question arose whether, under section 8 of the Real Property Limitation Act, 1874, the right to bring an action upon a covenant in a mortgage deed to pay the mortgage debt is barred by the lapse of twelve years. Section 8 provides that "no action or suit or other proceeding shall be brought to recover any sum of money secured by any mortgage, judgment, or lien, or otherwise charged upon or payable out of any land or rent, at law or in equity, or any legacy, but within twelve years next after a present right to receive the same shall have accrued to some person capable of giving a discharge for or release of the same, unless in the meantime some part of the principal money, or some interest thereon, shall have been paid, or some acknowledgment of the right thereto shall have been given, . . . and in such case no such action, or suit, or proceeding shall be brought but within twelve years after such payment or acknowledgment, or the last of such payments or acknowledgments, if more than one, was given." The action was brought on the 13th of March, 1882, claiming an account of what was due to the plaintiff, as executrix of one G. Sutton, for principal and interest on a covenant by the defendant contained in a mortgage deed, dated the 13th of May, 1868, and made between the defendant and the testator, and payment of what should be found due to her on taking the account. The plaintiff alleged that during the life of the testator various sums were paid to him by the defendant in part payment of the principal and interest, the last of those payments having been made on the 29th of January, 1869. By his statement of defence the defendant alleged that another payment on account of interest was made by him to the testator on the 12th of November, 1869. And the defendant said that no part of the principal money, nor any interest thereon, had been paid, nor had any acknowledgment of any right thereto been given in writing by the defendant, or any person as his agent, or otherwise to any person entitled thereto, or his or her agent, since the 12th of November, 1869, and the defendant claimed the benefit of the provisions of the Real Property Limitation Act, 1874, and of all other statutes of limitation in bar to the relief sought by the plaintiff. The plaintiff demurred to that part of the statement of defence which claimed the benefit of the Statutes of Limitation, on the ground that the plaintiff's right to the relief sought in the action was not barred or affected by the Act of 1874 or by any other statute of limitation. Chitty, J., held that the limitation of twelve years imposed by section 8 applied only to the remedy against the mortgaged land, and not to the personal remedy on the mortgagor's covenant, and that the plaintiff was entitled to sue on the covenant for twenty years after the last payment on account of, or acknowledgment of, the mortgage debt. His lordship accordingly allowed the demurrer. The Court of Appeal (JESSEL, M.R., and COTTON and BOWEN, L.J.J.) reversed the decision, and overruled the demurrer, holding that the limitation of twelve years applied to the remedy on the covenant *equally with the remedy against the land*. Their lordships said that the case fell literally within the words of the Act. At the time when the Act was passed (before the Judicature Act came into operation) the word "action" could only refer to an action at law, and an action at law could only have been brought to recover the mortgage money. A suit in equity was the mode of enforcing the remedy against the land. This view was confirmed by the subsequent use of the words "at law or in equity." Moreover, the word "legacy" in the same section was not confined to legacies charged on land, so that the section was not confined to proceedings against real estate. And JESSEL, M.R., intimated an opinion that the result would have been the same if the covenant to pay the money had been contained in a separate deed.

The point was also incidentally raised whether the marginal notes of an Act of Parliament form part of the Act, and can be resorted to in construing the Act. In *In re Venour's Settled Estates* (24 W. R. 752, L. R. 2 Ch. D. 522, 525) JESSEL, M.R., then sitting at the Rolls, said that "the marginal notes of Acts now appear on the rolls of Parliament, and, consequently form parts of the Acts." In the present case he intimated that he now thought he was wrong in that expression of opinion, and that the marginal notes cannot be relied upon as forming part of the Act. This is in accordance with the view taken by the Court of Appeal in *Attorney-General v. The Great Eastern Railway Company* (27 W. R. 763, L. R. 11 Ch. D. 461, 465).—SOLICITORS, Sutton & Ommamney; Whitehouse & Etherington.

CONTRACT FOR SALE OF REAL ESTATE—STATUTE OF FRAUDS—PAROL ACCEPTANCE OF WRITTEN OFFER TO SELL.—In a case of *Beresford v. Bathynny*, before the Court of Appeal (JESSEL, M.R., and COTTON and BOWEN, L.JJ.) on the 8th inst., the question was raised, though it was not necessary to decide it, whether a parol acceptance of a written offer to sell real estate will constitute a valid contract for sale under the Statute of Frauds. JESSEL, M.R., admitted that there are authorities binding on a judge of first instance, though not on the Court of Appeal, that a valid contract will be thus constituted, but he expressed doubt as to the correctness of those decisions.—SOLICITORS, G. S. & H. Brandon.

PRACTICE—COSTS—COUNSEL AT CHAMBERS—SOLICITOR AND CLIENT—TAXATION—SPECIAL ALLOWANCES, R. 14.—In a case of *In re Chapman*, before the Court of Appeal, at Westminster, on the 7th inst., an important point of practice arose as to whether rule 14 of the Supreme Court "Special Allowances," providing that "as to counsel attending at judges' chambers no costs thereof shall in any case be allowed, unless the judge certifies it to be a proper case for counsel to attend," applies to taxation of costs between solicitor and client, or is restricted to taxations between party and party. Upon a taxation of costs between solicitor and client the taxing master disallowed certain items of costs in respect of the attendance of counsel at judges' chambers, for which the judge had not certified, but which the client had expressly authorized. A motion having been made to set aside the order of Mathew, J., at chambers, dismissing a summons to review the decision of the taxing master, the divisional court (GROVE and LORR, J.J.), dismissed the appeal, holding that the omission of the words "between party and party"—found in rule 6 of the Rules of the Hilary Term, 1858—from rule 14 must be held to have been intentional. Mr. Chapman appealed. The Court of Appeal (LORD COLERIDGE, C.J., BAGGALLAY and LINDLEY, L.JJ.) dismissed the appeal with costs, subject to an application to Field, J., informing him, which had not been done in the first instance, that the solicitor was authorized by his client to employ counsel at chambers in the case in question. LORD COLERIDGE, C.J., said rule 14 was made under the authority of section 17 of the Judicature Act, 1875, and it was plain that, unless the power given by that section to frame rules to regulate "the costs of proceedings" meant costs other than those arising out of *ex parte* proceedings, the plain words of the rule were authorized. He could not hold that Parliament intended to exclude *ex parte* proceedings, and the rule must, therefore, include the present case. BAGGALLAY and LINDLEY, L.JJ., concurred, the latter remarking that he agreed with the Lord Chief Justice that several of the rules must be held to apply as between solicitor and client. As to rule 14, he doubted if the consequences had been fully foreseen, but there was no escape from the plain language of the rule.—SOLICITORS, Chapman; Kisch, Son, & Hanbury.

ADMINISTRATION ACTION—JURISDICTION—DISCRETION—ASSETS OUT OF JURISDICTION.—In a case of *Orr Ewing v. Orr Ewing*, before the Court of Appeal on the 29th ult., the question arose whether the court has any jurisdiction to refuse to administer an estate, the parties to the action being within its jurisdiction, or having been served out of the jurisdiction and having submitted to it, on the ground that the bulk of the assets are out of the jurisdiction, and that it might be more convenient or less expensive that the administration should take place in the *forum* within whose jurisdiction the assets are. The action was brought for the administration of the estate of John Orr Ewing, who died on April 15, 1878. He was a merchant in Glasgow, and was domiciled in Scotland at the time of his death. By his will, dated November 17, 1873, which was made in the Scotch form, he appointed six executors, one of whom was his brother, a member of Parliament, who resided in London during the session of Parliament. Two others of the executors were resident in London; the other three resided in Scotland. The testator had some assets in England, but the bulk of his assets, amounting to nearly £500,000 were in Scotland. The will was proved in England as well as in Scotland. The action was brought in the Chancery Division on behalf of an infant, who was entitled to certain benefits under the will, against the executors. Those of the executors who were resident in Scotland were served there with the writ by leave of the court, and appeared without protest. When the action came on for trial it appeared that the English assets had been all transferred to Scotland, and were in the hands of the defendants as his personal representatives in Scotland; and it was objected, on behalf of the defendants, that in such a case the court had no jurisdiction to administer the estate, or that, at any rate, in the exercise of its discretion it should refuse to do so. MANISTY, J., on this ground, and on the grounds that the testator was a domiciled Scotchman at the dates of his will and of his death, and that all his debts in England had been paid, and on the undertaking of the defendants to pay the plaintiff's costs, ordered that all further proceedings in the action should be stayed, except for the purpose of enforcing payment of the plaintiff's costs. The Court of Appeal (JESSEL, M.R., and COTTON and BOWEN, L.JJ.) held that there was no discretion in the matter, but that an administration judgment ought to have been pronounced. JESSEL, M.R., said that if Manisty, J., had a discretion, probably he exercised it rightly, but there was really no discretion to be exercised, and there was no right on the part of the defendants to resist an administration judgment. The judgment asked would have been a matter of course if this had been an English testator with English executors. It made no difference that the testator was a domiciled Scotchman. It made no difference how the title of the plaintiff arose if the defendants were within the jurisdiction. Three of the defendants were clearly within the jurisdiction and were served with the writ in England. The other three resided in Scotland, and were served there by leave of the court. They appeared and submitted to the jurisdiction, and then they were in exactly the same position as the other

three. The defendants afterwards obtained an order for an inquiry whether the action as constituted was for the benefit of the infant, and the judge decided that it was. The defendants then allowed the action to go to trial, and at the trial they raised the objection that the court had no jurisdiction. But the jurisdiction of the Chancery Division was a personal one against persons within the jurisdiction, or persons who were served out of the jurisdiction and appeared. A defendant who was served in Scotland had a right to say, "I ought not to be sued in England, but I ought to be sued in the *forum* of my domicile," and the defendants who lived in Scotland might have applied at the proper time to have the order for service on them out of the jurisdiction discharged, but they did not. In considering a motion of that kind the court always had regard to the question of convenience. But that was a totally different application from the present one. In the course of the argument Scotland had been spoken of as a foreign country. That was an entire mistake. Ever since its union Scotland had been an integral part of Great Britain. It was not a foreign country, though it had a separate jurisdiction. Formerly several counties in England had separate jurisdictions, and that was still the case in the County Palatine of Lancaster. It was a total error to say that Scotland was a foreign country. It was an integral part of the kingdom, and the judgments of the English courts could be enforced there. In the case of a foreign country a difficulty arose as to ascertaining the effect of the foreign law, but the Legislature had empowered the English courts to take the opinion of a Scotch court on points of Scotch law and *vice versa*. Therefore, no difficulty could arise as to the decision of points of Scotch law in England. All the difficulties which had been suggested were purely imaginary, though there might, no doubt, be questions of convenience and expense to be discussed upon a motion to discharge an order for service of a writ out of the jurisdiction. It might or it might not be more expensive to administer a Scotch estate in England than in Scotland. But the foundation of his lordship's judgment was this—that when the court had jurisdiction at the trial of an action it could not decline to exercise it, except in the single case of an abuse of jurisdiction when the defendant alleged that he was being doubly vexed. If actions were brought for the same purpose in the High Court and in the Court of the County Palatine of Lancaster this court would stop one of the actions, and his lordship was not prepared to say that the same rule would not apply to Scotland. He should give credit to the Scotch courts that they would administer an estate as well as an English court. Subject to this exception, his lordship knew of no ground for declining to exercise jurisdiction, because the judge might think it more convenient that the case should be tried elsewhere. The order must, therefore, be discharged, and judgment for administration pronounced. COTTON, L.J., and BOWEN, L.J., concurred.—SOLICITORS, Latley & Hart; Johnson, Upton, & Co.

COMPANY—WINDING UP—CONTRIBUTORY—ALLOTMENT OF SHARES—DELEGATION OF POWERS OF DIRECTORS.—In a case of *In re The Army and Navy Provision Market*, before Fry, J., on the 7th inst., a question arose as to the validity of an alleged allotment of shares. The company being in liquidation, the liquidator sought to place the name of P. on the list of contributories in respect of one share. The directors, in the first instance, determined to allot 10,000 shares, all of which were subscribed for, P. being an applicant for one share. The directors, at a meeting held on the 22nd of May, 1879, passed a resolution that the allotment of shares should be proceeded with and continued up to the next meeting of the board. A letter of allotment was sent to P., but it was not shown that the directors had ever personally exercised any discretion in the matter. At a subsequent period the directors resolved to allot 1,000 further shares at a premium. P. never paid any money on his shares, and apparently took no notice of the allotment. A letter was sent to him, dated January 30, 1880, by the secretary, threatening that, unless his share was paid up, the allotment would be cancelled. Shortly afterwards his name was ruled through in the register in red ink, and in the margin was written, "Cancelled allotment," and in the return to the Registrar of Joint Stock Companies, made on the 14th of April, 1880, certain shares were returned as forfeited, including one allotted to him. Shares to the same amount as those said to be forfeited were issued to other persons without premium, and some small further issues of capital was made. It was contended by P. that the directors had no power to delegate the allotment. It was a matter of personal discretion which they had never exercised, and, therefore, there had been no contract for him to become a member which he could have enforced against the company. And, if he ever had been a member, the transaction, taken as a whole, amounted in effect to a transfer of his share to another person in respect of a share issued, instead of the share said to have been allotted to P. On the other hand, it was contended that the secretary was a proper delegate under the articles of the company; that he had duly allotted the share to P.; and, further, that if the allotment was not originally binding on the company, the directors had adopted it. It was also urged that no cancellation by directors could be effected in the absence of an express power, which the articles did not contain, and that all shares issued to other persons must be taken to have been allotted out of the unissued capital. FRY, J., held that the allotment of shares was a matter within the personal discretion of directors, which they could not delegate, and that if the sending a list of members to the Registrar of Joint Stock Companies was the act of the directors, and could be taken to be a ratification of the allotment under any circumstances, yet a contract to take shares was of such nature that it was of the utmost importance to an applicant to know within a short time whether his offer was accepted, and, therefore, an offer to take shares must be accepted within a reasonable time. The directors had not accepted P.'s offer within such a time, and he could not be made a contributory.—SOLICITOR, W. F. Stokes.

COMPANY—WINDING UP—DELIVERY OF PROPERTY OF COMPANY—BANKER

—COMPANIES ACT, 1862, s. 100.—In a case of *In re The Carriage Co operative Supply Association*, before Fry, J., on the 8th inst., an application was made by the liquidator of a company that the former bankers of the company might pay a sum of money which they had paid out of the assets of the company after notice of the presentation of the winding-up petition. Section 100 of the Companies Act, 1862, gives the court power, at any time after the making of a winding-up order, to "require (*inter alia*) any banker of the company to pay into the hands of the liquidator any sum or balance which happens to be in his hands for the time being, and to which the company is *prima facie* entitled." It was urged that this power applied to a sum which, though it was not actually in the hands of the bankers, ought to have been in their hands, and was, therefore, constructively in their hands. Fry, J., held that the section gave no jurisdiction over the bankers in such a case. It gave jurisdiction only when a sum of money happened to be in the banker's hands, and here the foundation of the application was that the money happened not to be in the bankers' hands, though it was said it ought to have been.—SOLICITORS, *C. Harcourt; Vallance & Vallance*.

PLEADING—EMBARRASSING STATEMENT OF CLAIM—STRIKING OUT—AMENDMENT—RIGHT OF WAY—ORD. 27, r. 1.—In a case of *Harris v. Jenkins*, before Fry, J., on the 8th inst., an application was made by the defendant to strike out the plaintiff's statement of claim, on the ground that it would tend to prejudice, embarrass, or delay the fair trial of the action. The plaintiff alleged that he, as the owner of two farms which were separated from each other by a farm belonging to the defendant, was entitled to a right of way over a road which ran through the defendant's farm, and that the defendant had obstructed the road, and the plaintiff claimed a declaration of his right and an injunction. The plaintiff, however, did not state how he claimed the right of way, whether by prescription, user, or grant. The defendant asked, in the alternative, that the statement of claim might be amended by the plaintiff so as to show the modes in which the right of way was claimed, and the origin, constitution, nature, and extent thereof. Fry, J., thought that the statement of claim was embarrassing. The right of way which the plaintiff claimed might be the result of either grant or prescriptive user, and it was very desirable that, before the trial of the action, the defendant should know by which title the plaintiff claimed the right. If the case went to trial with the pleading as it now stood the defendant might be very much embarrassed. He might come prepared with witnesses to prove that the right of way had not been enjoyed for the legal time of prescription, and then find that the plaintiff claimed the right under a grant. The defendant was entitled to a short statement by the plaintiff of the title by which he claimed the right. The right was a legal conclusion from certain facts, and those facts should be shortly referred to in the pleading.—SOLICITORS, *Bell, Brodrick, & Gray; Goldring & Mitchell*.

PRACTICE—AMENDMENT AFTER ORDER ENTERED AND PASSED—MISTAKEN AFFIDAVIT—RULES OF COURT, 1875, ORD. 41A, ORD. 41, r. 2.—In the case of *Jackson v. Slaney*, before Chitty, J., on the 7th and 11th insts., a vesting order made upon a petition under the Trustee Acts referred, amongst the evidence, to an affidavit which stated that the last surviving trustee was believed to have died intestate. After the order had been drawn up and entered it was discovered that the trustee had made a will which, however, contained no devise of trust estates. A difficulty arose as to the proper course to be adopted. CHITTY, J., having been referred to the case of *Winkley v. Winkley* (29 W. R. 628), directed the order to be post-dated and amended by adding, amongst the evidence, another affidavit by the deponent in explanation of his former affidavit, and stating that the trustee died intestate as to trust estates.—SOLICITORS, *Hamlin & Grammer, for J. P. Cartwright, Chester*.

PRACTICE—APPLICATION TO STRIKE OFF TRADE-MARK—MOTION—BANKRUPTCY RESPONDENT—LEAVE TO ADD TRUSTER IN BANKRUPTCY—RULES OF COURT, 1875, ORD. 50, r. 4.—In a case of *Re Rowe's Trade-Mark*, before Chitty, J., on the 8th inst., notice of an application having been given to the registered owner of a trade-mark to have the trade-mark struck off the register, and the registered owner having liquidated, an *ex parte* application was made, under ord. 50, r. 4, to add the trustee in bankruptcy as respondent to the motion. It appeared that the applicant had applied for an order under the rule as an order of course, but the Secretary of the Rolls had declined to make it, on the ground that the rule referred to was not applicable to motions. It was mentioned on behalf of the applicant that, although the expression employed in the rule was "action," yet there was no other provision relating to motions or other proceedings not being actions, and it would, therefore, seem that the rule must include motions. *Roffey v. Miller* (24 W. R. 109), and *Darcy v. Whittaker* (24 W. R. 244), were referred to as showing that orders under the rule were as "of course," and *Re Atkins' Estate* (24 W. R. 39 L. R. 1 Ch. D. 82), and *Re Dymcevor Duffryn Collieries Company* (W. N., 1878, p. 199), were cited as cases where Hall, V.C., had held that the rule was applicable to petitions. CHITTY, J., said that he felt no difficulty in holding that the rule was applicable to motions, and granted the leave asked for.—SOLICITORS, *Card; Hall & Rook*.

LIMITED COMPANY—MIS STATEMENT IN PROSPECTUS—RECTIFICATION OF REGISTER—MATERIALITY OF MIS-STATEMENT.—In the case of *Phillips v. The Great Western Electric Light and Power Company*, also before Chitty, J., on the 8th inst., an application was made by a shareholder to have his name struck off the list of the company's shareholders, on the ground of misrepresentation contained in the prospectus issued by the company. The statement complained of in the prospectus was, in effect, that the company

had secured from another company a concession of exclusive user in the district named of dynamo machines and arc lamps and the Lane-Fox incandescent lamp. This statement, so far as the Lane-Fox lamp was concerned, was incorrect, but it was contended on behalf of the company that the mis-statement was an immaterial one, as the Lane-Fox lamp was the least valuable of the inventions which were the subject of the concession. CHITTY, J., said that it was not competent for persons who had issued a prospectus which, from beginning to end, had recommended as one of its leading attractions this particular Lane-Fox invention to afterwards say, for the purpose of upholding their prospectus, that the invention was of little or no value, and, therefore, not a chief attraction in the prospectus. Without expressing any opinion on the value of the invention, either one way or the other, he considered that a mis-statement had been made, and the application must therefore be granted.—SOLICITORS, *Blewitt & Tyler*.

TRUSTEE AND CESTUI QUE TRUST—PROFIT BY TRUSTEE—ACCOUNT.—In a case of *Bennett v. The London Gas Light and Coke Company and others*, before Pearson, J., on the 11th inst., a question arose as to how far a trustee can make use of his position to make a profit for himself. On the 14th of November, 1879, R. W. Wallace, trading as R. W. Wallace & Co., being in difficulties, assigned all his property to four of his principal creditors as trustees for the benefit of all of them. At that time he was agent to the gas company for the sale of sulphate of ammonia, having been appointed by them under an agreement, dated November, 1877, for a period of three years, determinable, however, upon notice at an earlier date, and such notice had, at the date of the above assignment, been given, and the agreement determined. The gas company, however, with the consent of Wallace, on the 14th of November, 1879, appointed Blagden and Wightman, two of the trustees, agents for the remainder of the aforesaid term. In the month of July, 1880, before it had expired, Blagden being aware, as he alleged, that the gas company would not renew their agency contract with himself and Wightman as trustees for the creditors of Wallace on the same, or, indeed, on any terms, without the knowledge of his co-trustees, entered into negotiations with the said company through their secretary, and, at the expiration of the term, obtained the agency for his firm of Blagden and Angus. Angus was neither a trustee of the creditors' deed, nor a defendant in the action. PEARSON, J., following the rule laid down by the House of Lords in the case of *Hamilton v. Wright* (9 Cl. & Fin. 111), held that Blagden could not be permitted to retain any portion of the profit made by him under the agency contract of Blagden and Angus, and that he must render an account of all profits so made by him.—SOLICITORS, *W. B. Styer; Bedford & Monier Williams; Mercer & Mercer; M. J. Burn*.

EMPLOYERS' LIABILITY ACT, 1880—PERSON TO WHOSE ORDERS THE WORKMAN WAS BOUND TO CONFORM.—In the case of *Bunker v. The Midland Railway Company*, before the Queen's Bench Division on the 12th inst., a question arose under the Employers' Liability Act, 1880. The plaintiff, by his father and next friend Samuel Bunker, sued the Midland Railway Company, under sub-section 3 of section 1 of the Employers' Liability Act, for damages for injuries sustained by him. The case was tried in the City of London Court, before Mr. Commissioner Kerr, on the 18th of August last, and the material facts were as follows:—The plaintiff, a boy under the age of fifteen years, was, at the time of receiving the injuries complained of, in the service of the defendant company, and on the day in question was employed in one of the defendants' two-horse vans, under the control of a foreman named Parker. Parker told the plaintiff to drive the van. The plaintiff did so, and while so driving received the injuries complained of. The act of negligence alleged was the order to drive, given by a person to whose orders the plaintiff was bound to conform, but which order was against the company's rules. There is a printed rule of the defendant company (of which the plaintiff was aware) which provides that no person under the age of fifteen years shall drive a van belonging to the company. The plaintiff was non-suited. A rule nisi to set aside the nonsuit was obtained in the Queen's Bench Division. The court (HAWKINS and STEPHEN, JJ.), in discharging the rule, said that sub-section 3 of section 1 provides that the injury must be caused "by reason of the negligence of any person in the service of the employer to whose orders or directions the workman, at the time of the injury, was bound to conform, and did conform, where such injury resulted from his having so conformed." The section says to whose orders at the time he was bound to conform. Here the order was directly contrary to the company's rules, of which rules the plaintiff was aware. Hence the plaintiff was not bound to conform to this order, in fact, he would have been justified in refusing to obey it, and so the section did not apply. The nonsuit was right.—SOLICITORS, *Miller & Co.; Beale, Marigold, & Co.*

WILL—INCORPORATION—CODICIL—LIST OF LEGACIES—IDENTIFICATION.—In the Probate, Divorce, and Admiralty Division on the 12th inst., a motion was made, in a case of *In the Goods of Daniell*, for a grant of probate of a will and codicil under the following circumstances:—The testator had on the 3th of May, 1882, duly executed a will. On the 26th of May he handed to his brother a paper which was headed, "A list of small sums of money," which was signed by himself. It commenced with the words, "I request you to give these donations," among which were "five pounds to Sarah Jane Randall," and it concluded as follows:—"To be given after my death from the moneys in the bank." On the 30th of June the testator addressed to his brother the following letter:—"Dear Brother William,—It is my wish and will to leave after my death to Sarah Jane Randall, instead of five pounds which I name on the legacies which I gave you, my wish is nineteen pounds, nineteen shillings, and six pence, besides all her wages belonging to her, and I wish you to hand over

to her after my death, as she has been a good servant." This letter bore the signature of the testator and of two witnesses. The brother of the testator had not been named an executor under the will. In support of the motion it was urged that the letter was a duly attested codicil and incorporated the list of legacies. HANNEN, P., said that the letter of the 30th of June was entitled to probate as a duly attested codicil. He also thought that it sufficiently referred to and identified the paper of the 26th of May, since it not only referred expressly to one of the legacies therein named, but used the words, "legacies which I gave," in the plural. The list of legacies, being sufficiently identified, was incorporated in the codicil, and was, therefore, entitled to probate with the will and codicil.—*Solicitors, Burlan, Yeates, Hart, & Burlan.*

SOLICITORS' CASES.

HIGH COURT OF JUSTICE.—QUEEN'S BENCH DIVISION.

(Sittings *in Banc* before DENMAN and MANISTY, JJ.)Dec. 12.—*In the Matter of William Eastburn, a Solicitor.*

A rule had been obtained in this case calling upon the above-named solicitor to show cause why he should not be struck off the rolls.

No one, however, appeared on his behalf, and from a letter of his, which was read by counsel on the other side, it appeared that he admitted the misconduct with which he was charged.

Murray, in stating the case on behalf of the Incorporated Law Society, said the defendant was a solicitor practising at Otley, in Yorkshire, and his alleged misconduct consisted in this—that, having been appointed to act as solicitor by the executors of the will of a person named Lamb, he had misappropriated a sum of £40 which, by the terms of the will, had been left as a legacy to the testator's sister. A cheque for the amount had been drawn by the defendant in favour of himself and signed by the executors, but instead of paying over the proceeds he had appropriated them to his own use, and the legacy, in fact, had never been paid.

DENMAN, J., said there did not appear to be any mitigating circumstances in the case, and there was therefore no other course open to the court but the painful one of striking the defendant off the rolls.

MANISTY, J., concurred.

Rule absolute accordingly.—*Times.*

LEGAL APPOINTMENTS.

Mr. FRANCIS ALFRED COBBOLD, solicitor (of the firm of Cobbold, Sons, & House), of Ipswich, has been appointed Clerk to the Commissioners of Sewers for the Levels of Falkenham and Felixstowe. Mr. Cobbold was admitted a solicitor in 1876.

Mr. PAUL OCTAVIUS HATTHORNE REED, solicitor (of the firm of Reed & Cook), of Bridgewater, has been appointed Clerk to the North Petherton United District School Board. Mr. Reed was admitted a solicitor in 1849. He is clerk to the Bridgewater Board of Guardians, School Board, and Highway Board, and superintendent registrar for the district. His partner, Mr. James Cook, is town clerk of Bridgewater.

Mr. JAMES NORTON DICKONS, solicitor (of the firm of Watson & Dickons), of Bradford, has been elected President of the Bradford Incorporated Law Society for the ensuing year.

Mr. WALLACE GILL, solicitor, of Middlesborough, Saltburn, and Knaresborough, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. ALBERT VENN DICKEY, barrister, who has been elected to the Professorship of Common Law, which has been vacant since the death of Mr. John Robert Kenyon, Q.C., was educated at Balliol College, where he graduated first class in classics in 1858. He obtained the Arnold Prize in 1860, and was subsequently elected a Fellow of Trinity College. He was called to the bar at the Inner Temple in Hilary Term, 1863, and he is a member of the Northern Circuit. In 1875 he was appointed standing counsel to the Commissioners of Inland Revenue, and in 1880 he was a commissioner for inquiring into the existence of corrupt practices in the city of Canterbury.

Mr. HENRY THOMAS WRENFORDSLEY, Chief Justice of Western Australia, has been appointed Chief Justice of the Colony of Fiji, in succession to Sir John Gorrie, who has been appointed Chief Justice of the Leeward Islands. Chief Justice Wrenfordsley is a graduate of Trinity College, Dublin. He was called to the bar at the Middle Temple in Easter Term, 1863, and he was a member of the old Norfolk Circuit. He was appointed a puisne judge in the Mauritius in 1877, and Advocate-General for that colony in the following year. He has been Chief Justice of Western Australia since 1880.

Mr. GUALTER CRADDOCK GRIFFITH, barrister, has been appointed an Assistant Secretary to the Commissioners of Inland Revenue. Mr. Griffith was called to the bar at the Inner Temple in Michaelmas Term, 1869. He has been for several years chief clerk to the Commissioners of Inland Revenue.

Mr. T. THOROWOOD, solicitor (of the firm of Thorowood & Tabor), of 41, Bedford-row, London, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. CHARLES J. MACCOLLA, solicitor, of 15, Fenchurch-street, London, has been appointed a Commissioner of the Supreme Court of the Colony of Victoria for taking Affidavits, &c., in England.

THE LONDON SITTINGS AND THE ROYAL COURTS.

Mr. JOHN HOLLANS has addressed the following letter to the *Times* on this subject:—

Will you allow me to express a hope that the Common Council will not give undue weight to what appears to have passed at the meeting of solicitors held on Tuesday last? It was not in my power to attend, but, so far as I can learn, with all deference to those who appear to have taken part in the discussion, they were hardly entitled materially to influence the decision of the question.

Indeed, on referring to the list of 253 causes entered for trial at the present Guildhall sittings, it would seem that the majority of those who spoke are not professionally engaged in any of the cases. I think, therefore, that the unanimous report of the Council of the Incorporated Law Society in favour of the change is entitled to greater weight than the view of the majority at Tuesday's meeting. On that occasion many well-known and experienced practitioners in the City appear to have been conspicuous by their absence, which absence is probably to be accounted for by the supposition that the change was so evidently desirable as to be a foregone conclusion. The City authorities doubtless acted with the best intentions in calling the meeting, but I venture to suggest that a great mistake was made in inviting the attendance of some hundreds of solicitors who had leisure to speak on a matter as to which many of them had little personal knowledge, instead of ascertaining the views of the comparatively few who are qualified to give the result of much practical experience.

Having during many years been professionally engaged in a considerable number of causes tried at the Guildhall, I confidently assert that it is most desirable, in the interests of the suitors, and also in the interests of the practitioners, that the proposed change should be at once made. Well-founded complaints have long been urged of the present system, and it will be unpardonable if there is any delay in changing it.

Hitherto the merchants and others having important commercial causes for trial in London have only had three opportunities in the year of having their cases heard. Sittings, usually of about fourteen days' duration, have been held at intervals. Before the Judicature Act, the periods at which the sittings were held were fixed by Act of Parliament, but they are now uncertain. At these sittings, six courts have commonly sat at the same time, and the result has been much confusion arising from the counsel more intimately acquainted with mercantile and shipping law, and not unfrequently the solicitors also, being engaged in cases going on in several courts at one time. Few suitors who have had experience in such litigation have escaped the vexation and disappointment resulting from this state of things, and bitter complaints have been made of counsel and others. But the real fault has been in the system which has necessitated the business being transacted at these insufficient sittings and in this spasmodic manner.

If the City causes are for the future tried, as I venture to hope will be the case, at the new Law Courts, there will be no occasion for these evils. It may, I hope, be anticipated that the City business will be taken contemporaneously with other business, in like manner as the shipping cases in the Admiralty Division are taken, and it may be anticipated that, as in that court, certain members of the bar, who are familiar with mercantile and shipping law and usages, will be in attendance and be able to give due attention to the cases entrusted to them.

The Guildhall sittings have hitherto occupied six courts about six weeks in each year. In other words, the business has been equal to about thirty-six weeks' work for one court. That time has seldom been sufficient for the due disposal of the business, and lamentable expense and inconvenience have resulted from the necessity of postponing cases in consequence of the want of time to try them, and many and many a suitor has relinquished his rights rather than encounter the consequences of these delays. It cannot be doubted that if arrangements were made to take the City business deliberately and continuously throughout the legal year the business would materially increase. At the same time, it may be hoped that the new rules of procedure will considerably lessen the number of causes for which juries are summoned, many of which are unsuited for that mode of trial. This will tend to expedite business. In any view one judge (but not necessarily the same judge), with perhaps occasional assistance, would probably be able to dispose of all the City causes proper in the course of the year.

Such a system as I venture to suggest would, moreover, enable the judge, as is constantly done in the Admiralty Court, to arrange to take a case out of turn if it appear that by reason of the witnesses being about to leave the country or on other urgent grounds, such course should seem to be right. Under the present system this is impracticable, and when, as often happens, important witnesses are about to leave, it is either necessary to take their evidence out of court, which is always costly and seldom satisfactory, or the trial is deferred until they return. This is, no doubt, sometimes convenient to a defendant who has no motive for hastening the trial, but it is not conducive to the ends of justice.

I do not deny that the Guildhall is more easily accessible to most of those engaged in City cases than the new Law Courts, but the difference in distance can hardly be said to be very material. Be this, however, as it may, my experience convinces me that the advantages of the change greatly outweigh the disadvantages. In fact, the suitors, who are entitled to the first consideration, are deeply interested in putting an end to a state of things from which they have suffered far too long.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.
HONOURS EXAMINATION.
November, 1882.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following gentlemen as being entitled to honorary distinction:—

FIRST CLASS.

[In order of merit.]

Thomas Henry Field Laphorn, who served his clerkship with Mr. Edward Walter Haines, of London.

Edward Jenks, who served his clerkship with Mr. James Frederick Robinson, of London.

Frederick Harvey Harvey-Samuel, who served his clerkship with Mr. Frederick Price, of Birmingham, and Mr. Samuel Horace Candler, of London.

James Arthur Hudson, who served his clerkship with Mr. Henry Brierley, of Rochdale.

SECOND CLASS.

[In alphabetical order.]

George Beverley Wyatt Digby, who served his clerkship with Mr. George Wyatt Digby, of London.

William Oxley Forster, who served his clerkship with Mr. John James Dumville Botterell, of Sunderland and London.

John Graham, who served his clerkship with Mr. Silas George Saul, of Carlisle.

Charles Hodson Kent, who served his clerkship with Mr. Richard Arthur Wilson, of Salisbury.

Edwin Perkins Ridley, who served his clerkship with Mr. Howard Samuel Winnett, of London.

Samuel Henry Stockwood, who served his clerkship with Mr. Thomas Stockwood, of Bridgend.

Harry Craufurd Thomson, who served his clerkship with Mr. Edward Sidwick, of London.

John Tweedale, who served his clerkship with Mr. Joseph Walker, of Leeds.

THIRD CLASS.

[In alphabetical order.]

John Alsop, who served his clerkship with Mr. John Whitbourne, of Teignmouth.

Leonard George Bolingbroke, who served his clerkship with Mr. John Oddin Howard Taylor, of Norwich.

Benjamin Boothroyd, who served his clerkship with Mr. William Henry Palmer, of Doncaster.

David Davis, who served his clerkship with Mr. Joseph Ansell, of Birmingham.

Walter Gerald Gurney, who served his clerkship with Mr. James Batten Winterbotham, of Cheltenham.

John Herbert Hall, who served his clerkship with Mr. John Hall, of Bolton.

Godfrey Knight, who served his clerkship with Mr. Clarence Harcourt, of London.

William Argent Pilgrim, who served his clerkship with Mr. Stephen Pilgrim, of Hinckley.

Arthur Brown Porter, who served his clerkship with Mr. William Tomlinson Page, of Lincoln.

William Thomas Munby Snow, B.A., who served his clerkship with Mr. Henry Mountrich James, of Exeter.

Hubert Waldron, who served his clerkship with Mr. Thomas Plews, of London.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Laphorn, the prize of the Honourable Society of Clement's-inn—value 10 guineas; and the Daniel Reardon Prize—value about 25 guineas.

To Mr. Jenks, the prize of the Honourable Society of Clifford's-inn—value five guineas.

To Mr. Harvey-Samuel, the prize of the Honourable Society of New-inn—value five guineas.

To Mr. Hudson, the prize of the Incorporated Law Society—value five guineas.

The council have given class certificates to the candidates in the second and third classes.

The number of candidates who attended the examination was eighty-eight.

Mr. Justice Watkin Williams has been suffering from an attack of blood poisoning caused by over-exertion and exposure to polluted air. The learned judge is, however, now convalescent.

An address, says the *Morning Post*, was presented to the judge, Mr. Serjeant Wheeler, at the Marylebone Court-house last week. There was a full bar, and the court was crowded. At the conclusion Serjeant Wheeler spoke a few words of thanks. The address was presented by Mr. John Seale, the senior practitioner present, the whole bar standing meanwhile. The address was from solicitors practising at the court, and expressed the feelings of pain and indignation with which they had heard of certain vulgar and ill-natured, not to say libellous articles, which had recently appeared in a local evening paper, reflecting upon the way in which justice was administered in the court. The subscribers stated that they felt it but just to the learned serjeant, as it was a pleasure to them, to express their sincere sympathy on his being so unjustly and undeservedly assailed.

COMPANIES.

WINDING-UP NOTICES.
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY

ARNOTT BROTHERS AND COMPANY, LIMITED.—Petition for winding up, presented Dec 7, directed to be heard before Chitty, J., on Dec 16. Goldring and Mitchell, Southampton st, Bloomsbury, solicitors for the petitioners.

BLAIR CARLAW UNITED LEAD MINES COMPANY, LIMITED.—Petition for winding up, presented Dec 7, directed to be heard before Bacon, V.C., on Saturday, Dec 16. Hughes, Bedford row, solicitor for the petitioner.

BOUVEN BRICK AND LIME COMPANY, LIMITED.—Petition for winding up, presented Dec 5, directed to be heard before Chitty, J., on Dec 16. Lovell and Co, Gray's inn sq, agents for Drutt, Bournemouth, solicitor for the petitioners.

COMMERCIAL UNION BANK, LIMITED.—Petition for winding up, presented Dec 5, directed to be heard before Chitty, J., at the Rolls Court, Chancery lane, on Saturday, Dec 16. Beall and Co, Queen Victoria st, solicitors for the petitioners.

DATE COFFEE COMPANY, LIMITED.—By an order made by Chitty, J., dated Nov 18, it was ordered that the company be wound up. Bellamy and Co, Bishopsgate st Within, solicitors for the petitioner.

FRENCH DATE COFFEE COMPANY, LIMITED.—By an order made by Chitty, dated Nov 18, it was ordered that the company be wound up. Bellamy and Co, Bishopsgate st Within, solicitors for the petitioner.

FRENCH ZOEDONE COMPANY, LIMITED.—Chitty, J., has fixed Dec 18 at 11 at his chambers for the appointment of an official liquidator.

GRAVAY COMPANY, LIMITED.—Creditors are required, on or before Dec 30, to send their names and addresses, and the particulars of their debts or claims, to John Robert Pilling, Bank bldgs, Bacup. Friday, Jan 12 at 12, is appointed for hearing and adjudicating upon the debts and claims.

GREYS BREWERY COMPANY, LIMITED.—Chitty, J., has fixed Monday, Dec 18 at 12, at his chambers, for the appointment of an official liquidator.

JENKINSON AND DAY, LIMITED.—Petition for winding up, presented Dec 8, directed to be heard before Bacon, V.C., on Dec 16. Goldberg and Langdon, West st, Finsbury circus, solicitors for the petitioners.

MERRY WOOD WORKING COMPANY, LIMITED.—Petition for winding up, presented Dec 8, directed to be heard before Fry, J., on Friday, Jan 12. Kime, Bedford row, agent for Buck and Co, Southampton, solicitors for the petitioners.

MYNDD GORDDU LEAD MINES, LIMITED.—Petition for winding up, presented Dec 6, directed to be heard before Bacon, V.C., on Saturday, Dec 16. Rogers and Chave, Gt Winchester st bldgs, solicitors for the petitioner.

NATIONAL ARMS AND AMMUNITION COMPANY, LIMITED.—Petition for winding up, presented Dec 8, directed to be heard before Chitty, J., on Dec 16. Stilbard and Co, Leadenhall st, agents for Rowlands and Co, Birmingham, solicitors for the petitioner.

OLD ENGLISH HOTELS COMPANY, LIMITED.—Petition for winding up, presented Dec 5, directed to be heard before Chitty, J., on Dec 16. Johnson and Weatheralls, King's Bench walk, Temple, agents for Burdick and Co, Sheffield, solicitors for the petitioner.

PIONEER MINING COMPANY, LIMITED.—By an order made by Fry, J., dated Nov 27, it was ordered that the company be wound up. McDiarmid and Teather, Newman's court, Cornhill, solicitors for the petitioner.

ROTHERHAM ALUM AND CHEMICAL COMPANY, LIMITED.—Petition for winding up, presented Dec 8, directed to be heard before Bacon, V.C., on Dec 16. Grundy and Co, Chancery lane and Manchester, solicitors for the petitioners.

RUSSETT COMPANY, LIMITED.—Petition for winding up, presented Dec 7, directed to be heard before Chitty, J., on Saturday, Dec 16. Lake and Co, New sq, solicitors for the petitioners.

SANTA CRUZ SULPHUR AND COPPER COMPANY, LIMITED.—Petition for winding up, presented Dec 1, directed to be heard before Chitty, J., at the Rolls Court, Chancery lane, on Saturday, Dec 16. Beall and Co, Queen Victoria st, solicitors for the petitioner.

C. W. MEYER AND CO, LIMITED.—Fry, J., has, by an order dated Nov 24, appointed George Chandler, 15, Coleman st, to be official liquidator.

DATE COFFEE COMPANY, LIMITED.—Chitty, J., has fixed Thursday, Dec 21 at 11, at his chambers, for the appointment of an official liquidator.

GEORGE DROVER AND COMPANY, LIMITED.—Petition for winding up, presented Dec 4, directed to be heard before Kay, J., on Jan 12. Vallance and Vallance, Essex st, Strand, solicitors for the petitioners.

GRAVAY COMPANY, LIMITED.—Bacon, V.C., has, by an order dated Nov 17, appointed John Robert Pilling, Bank bldgs, Bacup, to be official liquidator.

GREYS BREWERY COMPANY, LIMITED.—By an order made by Chitty, J., dated Dec 8, it was ordered that the above company be wound up. Croft, Union ct, Old Broad st, solicitor for the petitioner.

HOMER HILL COLLIERY COMPANY, LIMITED.—By an order made by Chitty, J., dated Dec 2, it was ordered that the voluntary winding up of the above company be continued. Burton and Co, Lincoln's inn fields, agents for Johnson and Co, Birmingham, solicitors for the petitioner.

ST. PAUL'S PROPRIETARY COLLEGE, LIMITED.—By an order made by Kay, J., dated Dec 1, it was ordered that the voluntary winding up of the college be continued. Turr and Co, Bedford row, agents for Sedgewick and Pryce, Abingdon.

XIXth CENTURY PRINTING COMPANY, LIMITED.—By an order made by Chitty, J., dated Nov 30, it was ordered that the company be wound up. Nokes, Queen Victoria st, solicitor for the petitioners.

COUNTY PALATINE OF LANCASTER, LIMITED IN CHANCERY.

MERRY WOOD WORKING COMPANY, LIMITED.—Petition for winding up, presented Dec 8, directed to be heard before Bristowe, V.C., on Jan 9. Dixon and Hyers, Liverpool, solicitors for the petitioner.

FRIENDLY SOCIETIES DISSOLVED.

LOYAL UNION LODGE, INDEPENDENT ORDER OF ODD FELLOWS, MANCHESTER UNIT, Union Inn, Abersychan, Monmouth. Dec 8.

TRADESMAN'S FRIENDLY SOCIETY, Crown Inn, Claydon, Suffolk. Dec 8.

[Gazette, Dec. 12.]

[Gazette, Dec. 12.]

[Gazette, Dec. 12.]

[Gazette, Dec. 12.]

[Gazette, Dec. 12.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.
LAST DAY OF PROOF.

CAPEL, ELIZABETH, Rhyll, Flint. Jan 1. Capel v Owen, Kay, J. Roberts, Llangefni.

ELLIS, THOMAS ATKINSON, Princes sq, Kennington park. Jan 1. Collette v Ellis, Kay, J. Collette and Collette, Lincoln's inn fields.

FORBES, CHARLES WESTWORTH, West Willow, Wilts, Gent. Jan 11. Forbes v Forbes, Kay, J. Nicholls, Old Jewry church.

HENSHAW, WILLIAM, North rd, Clapham park rd. Dec 21. Lewis v Porter, Bacon, V.C. Cobb, Lincoln's inn fields.

HOBSON, CALER, sen, Botchergate, Carlisle, Gent. Dec 19. Clough v Reddish, Carlisle District Registry, Registrar of the Carlisle District. Thornburn, Carlisle.

STAINCLIFFE, JOHN, Oakworth, York, Blacksmith, Dec 21. Black v Staincliffe, Kay, J. Burr, Keighley.

WILLS, JOHN, Carter lane, Solicitor. Dec 30. Jaques v Wills, Kay, J. Wills, St Swithin's lane

[Gazette, Nov. 28.]

BALDERSTON, JOHN, Wringle, Lincoln, Farmer. Dec 30. Balderston v Barnard, Chitty, J. Ingoldby, Louth

BROADBENT, THOMAS, Southsea, Hants. Dec 30. Jones v Broadbent, Chitty, J. Fernandes, Wakefield

FORBES, CHARLES WENTWORTH, West Wellow, Wilts, Gent. Jan 11. Forbes v Forbes, Kay, J. Nicholls, Old Jewry chambers

GLOVNE, THOMAS HADFIELD, Dowsbury, York, Chemist. Jan 7. Glovne v Rawsthorpe, Chitty, J. Pullan, Leeds

HUGHES, HUGH FAIRCHILD, Blackbridge, Holyhead, Anglesea, Ironfounder. Dec 30. Parry v Hughes, Bacon, V.C. Roberts, Holyhead

LEVITT, MARMADUKE, Camden rd, Holloway. Dec 29. Farmiloe v Levitt, Chitty, J. Sawbridge, Milk st, Cheapside

LOYD, RICHARD, West Felton, Salop, Innkeeper. Dec 20. Sides v Cottle, Kay, J. Simpson and Co, Farnival's inn

PARSONS, FRANK, Leather lane, Holborn, Butcher. Dec 29. Skinner v Parsons, Chitty, J. Wooton, Finsbury circus

SHIPTON, JOSEPH, Chesterfield, Derby, Solicitor. Jan 6. Shipton v Shipton, Fry, J. Shipton, Chesterfield

THORNEYCROFT, JOHN, Conington, Chester, Retired Mechanic, and JANE THORNEYCROFT, Conington. Jan 7. Thorneycroft v Thorneycroft, District Registrar, Manchester. Heywood and Son, Manchester

[Gazette, Dec. 1.]

CONINGHAM, CHARLES CONINGHAM, Bungay, Suffolk, Esq. Jan 6. Coningham v Stephenson, Kay, J. Jackson, Essex st, Strand

CULLUM, CHARLES, Cherryhinton, Cambridge, Farmer. Dec 30. Barton v Cullum, Chitty, J. Prior, Cambridge

HUGHES, REV. RICHARD JONES GWYNNE, Llandilo, Carmarthen. Dec 30. Davies v Price, Bacon, V.C. Price, Haverfordwest

KREBSIAW, JANE HARMAN, Southsea, Southampton. Dec 31. Hobson v Loxley, Fry, J. Loxley, Cheapside

PICKWORTH, ROBERT, Middle Rasen, Lincoln, Yeoman. Dec 31. Pickworth v Favell, Kay, J. Rhodes, Market Rasen

SAUBERGUE, PETER LEWIS, Dorking, Surrey, Ironmonger. Jan 8. Wells v Saubergue, Chitty, J. Gardner, Bloomsbury sq

STOCKTON, RICHARD, Bunbury, Chester, Innkeeper. Jan 2. Dodd v Stockton, Bacon, V.C. Roberts, Crewe

[Gazette, Dec. 5.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35. LAST DAY OF CLAIM.

BARKER, THOMAS, Framingham Pigot, Norfolk, Farmer. Feb 1. Taylor, Norwich

BARNETT, JAMES, Tonbridge, Kent, Brickmaker. Jan 26. Palmer, Tonbridge

BROCKLEY, MARTHA, Middlesbrough, York. Jan 1. Belk and Farrington, Middlesbrough

CASH, EDWARD, Spilshay, Lincoln, Relieving Officer. Dec 21. Bassett, Wainfleet

CUNDELL, GEORGE SMITH, Clarence rd, Clapham, Esq. Feb 1. Barnes and Bernard, Finsbury circus

DAVIES, JOHN, Cheltenham, Gloucester, Retired Lieutenant Colonel of her Majesty's Indian Army. Dec 30. Walters and Co, New sq, Lincoln's inn

DE CLARE, REV. ALFRED RICHARD, Willingale Doe Rectory, nr Ongar, Essex. Dec 26. Swinburne and Mills, Bedford row

DEMLINGER, ADA MARY, Rue de Sansassies, Paris. Dec 23. Vaisey, Tring

EPPE, WILLIAM, Charles st, Camberwell New rd. Jan 1. Lonsdale and Emanuel, Austin Friars

GOUGH, RALPH DICKINSON, Willenhall, Stafford, Esq. J.P. Jan 30. Colebourn, Wolverhampton

GREGORY, HANNAH, Edale, Derby. Dec 30. Bennett and Co, Chapel on le Frith

HALLIWELL, AGNES, Liverpool. Dec 30. Tyrer and Co, Liverpool

HODD, MARTHA, Stapleton, Gloucester. Dec 25. Dix, Bristol

MORRISON, LUCY, Newport, Monmouth. Dec 27. Lloyd, Newport

OXFORD, JOHN, Warton, York, Labourer. Dec 31. Powell and Sargent, Pocklington

PEARSON, CHARLES JAMES, Swansea, Glamorganshire, Chemist. Jan 25. Stevens, Swansea

PRENDIVILLE, MARY LUCY, Bootle, Lancaster. Dec 13. Lynch and Tebbay, Liverpool

RATHEBURN, JOSEPH, Broughton, Flint, Farmer. Jan 15. Bridgman and Co, Chester

SCOTT, HARRIET HESTER, Henley-on-Thames. Dec 31. Scott, Coleman st

VIGIATI, GAETANO FRANCESCO, Cavendish st. Jan 1. White and Co, Whitehall place, Westminster

WILLIAMS, EDWARD, Willingham, Cambridge, Farmer. Dec 30. Whitehead, Cambridge

WOOLSTON, DANIEL, Great Harrowden, Northampton, Retired Farmer. Jan 8. Parker, Wellingborough

WRIGHT, ERWIN ARTHUR, Wolverhampton, Stafford, Ironmaster. Jan 1. Corser and Co, Wolverhampton

[Gazette, Dec. 1.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE. ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	V. C. BACON.	Mr. Justice KAY.
Monday, Dec.	18 Mr. King	Mr. Clowes	Mr. Lavin
Tuesday	19 Farrer	Pemberton	Merivale
Wednesday	20 King	Clowes	Lavin
Thursday	21 Farrer	Pemberton	Merivale
Friday	22 King	Clowes	Lavin
Saturday	23 Farrer	Pemberton	Merivale
	Mr. Justice FRY.	Mr. Justice PHARSON.	Mr. Justice CHITTY.
Monday, Dec.	18 Mr. Jackson	Mr. Koe	Mr. Teesdale
Tuesday	19 Carrington	Cobby	Ward
Wednesday	20 Jackson	Koe	Teesdale
Thursday	21 Carrington	Cobby	Ward
Friday	22 Jackson	Koe	Teesdale
Saturday	23 Carrington	Cobby	Ward

The Christmas Vacation will commence on Monday, the 25th day of December, and terminate on Saturday, the 6th day of January, 1883, both days inclusive.

SALE OF ENSUING WEEK.

Dec. 18.—Messrs. ELLIS & SON, at the Mart, at 2 p.m., Ground Rents (see advertisement, Dec. 9, p. 94).

LEGAL NEWS.

Dr. Thomas held an inquest on Monday, at St. Pancras Coroner's Court, on the body of Mr. Frederick Last, a solicitor, aged sixty-two, of Regent's-park-terrace, Regent's-park, who died suddenly on Friday. The deceased, who suffered from difficulty in breathing, was at business on Wednesday. On Friday morning he came downstairs, and shortly afterwards returning to his bed-room, he fell down and expired from heart disease. A verdict of death from heart disease was returned.

Mr. Justice Grove, while presiding in the First Court of Queen's Bench, at the Guildhall, on the 7th inst., commented on the bleak and ill-ventilated condition of the chamber. After luncheon his lordship, who was engaged in trying what promised to be a long commercial case, intimated to counsel that he was suffering from a chill, which he was afraid would prevent him from sitting out the trial. On his lordship asking the jury, who were sitting muffled in greatcoats and wrappers, how they felt, several of them replied that they were "starving" with cold.

In view of the opinion expressed at a recent meeting of the legal profession, held in the City, with reference to the removal of trials of London *Nisi Prius* causes to the new Law Courts, the Law and City Courts Committee of the Corporation convened a meeting on Tuesday afternoon in the Council Chamber, for the purpose of "ascertaining the views of the leading banking, mercantile, insurance, and other firms in the City," upon the question. Mr. Bartlett presided. The meeting was called for two o'clock, but at that hour the members of the committee only were present, and when the proceedings were opened, a quarter of an hour afterwards, there were only twelve citizens in the chamber, and at no period did the number exceed twenty.—The chairman, in opening the proceedings, said that although the meeting was small, the committee had the views of many in writing. So far as convenience was concerned, he thought the removal would be prejudicial to their interests, whether they were required to attend as witnesses, suitors, or jurors; but as regarded their liability to serve on juries, he thought it might be safeguarded.—In reply to Sir John Bennett, the chairman stated that the majority of opinions received was certainly in favour of the removal, but in some cases the opinion was given with a reservation as to the citizens not being called upon to serve upon a larger number of juries than at present.—Sir John Bennett thought that the public convenience would be best studied by all legal matters being brought under one roof, remarking that nothing could be more inconvenient or uncomfortable than the narrow City courts.—Mr. Edwin Lowe said that any resolution passed by so small a meeting would have but little weight; but, at the invitation of the chairman, he moved, "That it is expedient that the City courts should be removed to the Royal Courts of Justice."—The resolution was put and carried (the numbers being nine for and six against), and the meeting closed with a vote of thanks to the chairman.

RECENT SALES.

At the Stock and Share Auction Company's sale, held on the 14th inst., at their sale-rooms, Crown-court, Old Broad-street, E.C., the following were among the prices obtained:—London Fish Market 15s. paid. 9s. 6d.; Wynard Perseverance, 7s.; Appalonia Syndicate, £5 fully paid, £2 17s. 6d.; Emperor Fire, £1 paid, 10s.; Columbian Hydraulic, 8s.; Theatre Royal, Drury-lane, free admission to any part of Theatre till the 29th of September, 1883, £2 2s. 6d.; Silver Hills, 10s.; O regum Minea, 2s. 6d.; California Gold, 17s. 6d.; and other miscellaneous securities fetched fair prices.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

HOLMES.—Dec. 5, at Borking, the wife of Edward Holmes, solicitor, of a daughter.

MARRIAGE.

OLPHERT—WARBURTON.—Dec. 5, at Monkstown, county Du'ndie, Robert F. Olphert, barrister-at-law, Ballyconnell, county Donegal, to Frances Sophia, daughter of the late Richard Warburton, of Garryhinch, Queen's County, D.L.

DEATHS.

MOORE.—Nov. 30, at 71, Great Queen-street, Lincoln's-inn, William Playters Moore, solicitor, aged 63.

THOMAS.—Dec. 8, Edmund Thomas, late of the Middle Temple, barrister-at-law, aged 40.

LONDON GAZETTES.

Bankrupts.

FRIDAY, Dec. 8, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Cramp, Alfred H., Edmund pl, Aldersgate st, Fur Dealer. Pet Nov 18. Hazlett, Dec 22 at 11.

Ingils, George, Culmore rd, Peckham. Pet Dec 6. Broadham, Dec 19 at 11.

Ward, William, Threadneedle st, Stockbroker. Pet Aug 12. Pappas, Dec 30 at 11.

To Surrender in the Country.

Herbert, Charles Francis, Charlton Kings, Gloucester, Butcher. Pet Dec 5. Gale, Cheltenham, Dec 31 at 11.

Wilkinson, J. W., Folkestone, Moth Oct 16. Parley, Canterbury, Dec 22 at 11.

Yoxall, Edward, Hanley, Stafford, Grocer. Pet Dec 6. Tennant, Hanley, Dec 30 at 11.

TUESDAY, Dec. 12, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proof of debts to the Registrar.
To Surrender in London.Abud, Charles Joseph, Cottage rd, Harrow rd. Pet Dec 8. Murray. Dec 22 at 11.30
Pickering, Jos ph Siddons, The Parade, Shepherd's Bush, Surgeon. Pet Dec 7.
Hazlitt, Jan 10 at 12

To Surrender in the Country.

Rodd, John, jun, Nottingham, Auctioneer. Pet Dec 9. Patchitt. Nottingham, Dec 29
at 11
Stapleton, Harvey, and Francis William Jerrard, Peterborough, Northampton, Corn
Merchants. Pet Dec 7. Gaches. Peterborough, Dec 23 at 12

BANKRUPTCIES ANNULLED.

FRIDAY, Dec. 8, 1882.

Grover, Humphrey, Ealing, Grocer. Nov 14
Guscombe, Thomas, York bldgs, Adelphi, Solicitor. Dec 5
Reynolds, Kosuth Mazzini, Andover, Auctioneer. Nov 27
Wombwell, Henry, Charles st, St James's. Dec 6

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Dec. 8, 1882.

Ainley, Samuel, Henry Hamer, and William Henry Townsend, Longwood, near Huddersfield, York, Serge Manufacturers. Dec 20 at 3 at offices of Laycock and Co, Cloth Hall st, Huddersfield

Armstrong, John, Glasson Dock, Lancaster, Innkeeper. Jan 4 at 11 at office of Sharp, Cable st, Lancaster

Barr, Henry, St Paul's crescent, Camden sq, of no occupation. Dec 18 at 2 at office of Lewis, Weymouth st, Portland pl

Pearham, William, Higham, Suffolk, Farmer. Dec 23 at 3 at Three Tuns Inn, Hadleigh, Pollard, Ipswich

Beaven, James Edward, Salisbury, Wilts, Coal Merchant. Dec 21 at 11.30 at office of Coates, Market Square offices, Salisbury

Brewster, Edward Pollard, Norwich, Carpenter. Dec 21 at 12 at Duke's Palace Inn, Duke st, Norwich

Bromley, William, Redditch, Warwick, Printer. Dec 21 at 2 at offices of Williams, Prospect hill, Redditch

Broochcroft, William Edward, Wimbledon, Surrey, Solicitor's Clerk. Dec 23 at 1 at 36, Southampton bldgs, Chancery lane, Allen

Burkinshaw, John Hall, Sheffield, York, Tool Manufacturer. Dec 21 at 3 at offices of Smith and Co, Meeting house lane, Bank st, Sheffield

Camm, George, Nottingham, Boot Manufacturer. Dec 19 at 12 at offices of Thorpe and Thorpe, Friar lane, Nottingham

Cheney, Thomas, Newington causeway, Saddler. Dec 18 at 11 at 55, Walworth road, Worthington, Waltham

Cliffe, Alfred, Huddersfield, Engineer. Dec 22 at 3 at offices of Sykes and Son, Market st, Huddersfield

Cook, George, jun, Brighton, Sussex, Builder. Dec 21 at 12 at offices of Cockburn, Duke st, Brighton

Davies, John, Hereford, Baker. Dec 21 at 2.30 at Wellington Hotel, Gloucester. Corner, Hereford

Davies, John, Pembroke, Grocer. Dec 19 at 12 at 2, Water st, Pembroke Dock. Brown, Pembroke Dock

Davies, John, Llwyrdeed Llanon, Carmarthen, Land Surveyor. Dec 21 at 11 at 40, Thomas st, Llanelly. Rees and Co, Llanelly

Dewae, Henry, York, Hotel Keeper. Dec 20 at 11 at offices of Anderson and Lythe, Stonegate, York

Dickinson, William, High Harrogate, York, Grocer. Dec 22 at 11.30 at offices of Richardson and Byron, Harrogate

Farbrother, Nimrod, Milton-under-Wychwood, Oxford, Innkeeper. Dec 22 at 11 at offices of Kilby and Mace, West st, Chipping Norton

Farrer, George, Cornborough, near Sheriff Hutton, York, Farmer's Foreman. Dec 20 at 1 at offices of Wilkinson, St Helen's sq, York

Fiskman, Thomas, Robert Hay, Leeds, Machine Manufacturer. Dec 20 at 3 at Law Institution, Albion pl, Leeds. Simpson and Barrell, Leeds

Glman, James, Leek, Stafford, Silk Manufacturer. Dec 21 at 11.30 at office of Hacker and Allen, St Edward's st, Leek

Goaling, Henry, Waltham Cross, Hertford, Stonemason. Dec 16 at 11 at office of Boulton, Gresham bldgs, Guildhall

Green, Richard, Birkenhead, Chester, Grocer. Dec 21 at 3 at office of Sherratt, Hamilton sq, Birkenhead

Green, William, jun, Darlington, Confectioner. Dec 20 at 11 at King's Head Hotel, Darlington. Barron

Griffiths, Amasiah, Llanfalgat, Carmarthen, Farmer. Dec 22 at 11 at office of Lewis, Narberth

Harper, Charles Grainger, Dudley, Worcester, Cabinet Maker. Dec 18 at 10 at office of Ward, Wolverhampton st, Dudley

Harris, John, Hertford, Butcher. Dec 20 at 11.30 at office of Sworder and Longmore, Castle st, Hertford

Harrison, Woodthorpe, Timberland, Lincoln, Farmer. Dec 28 at 2 at Gt Northern Hotel, Lincoln. Thompson, Grantham

Hayes, Patrick, Lansdowne rd, Notting Hill, Gent. Dec 20 at 3 at Law Institution, Chancery lane. Morten and Cutler, Newgate

Hazlewood, Timothy, Oldbury, Worcester, Saddler. Dec 23 at 10 at office of Bonser, Church st, Oldbury

Heath, James, Northwich, Chester, Shop Manager. Dec 23 at 11.30 at offices of Capper and Son, Dickinson st, Manchester. Fletcher, Northwich

Helm, John, and Charles Wesley Galliford, Breer st, Wandsworth Bridge rd, Builders. Dec 19 at 3 at offices of Montagu and Co, Gray's inn sq

Hemmings, James Frederick, Hastings, Sussex, Innkeeper. Dec 19 at 3 at offices of Neve, London rd, St Leonard's on Sea

Heron, Charles, Birmingham, Dealer in Toys. Dec 20 at 2 at offices of Dale and Vachell, Bennett's hill, Birmingham

Hickelbottom, Thomas, Birmingham, Brewer. Dec 18 at 3 at offices of Ratcliff, Bennett's hill, Birmingham

Higgs, Charles, Barnstaple, Devon, Builder. Dec 21 at 2 at offices of Chanter and Co, Bridge Hall chmbrs Barnstaple

Hill, Elric, Norwich, Wholesale Grocer. Dec 21 at 1 at the Guildhall Tavern, Gresham st, South and Linsay, Norwich

Hirst, Godfrey, Wisley, York, Jet Ornament Manufacturer. Dec 22 at 11 at offices of White, Thompson's rd, Fivergate, Wisley

Hopkins, Charles, Claines, Worcester, Wheelwright. Dec 22 at 3 at offices of Stallard, Pierpoint st, Worcester

Housley, John, Sheffield, File Cutter. Dec 16 at 11 at offices of Unwin, Queen street, Sheffield

Huckleby, Albert, Luton, Bedford, Plat Merchant. Dec 20 at 3 at the Red Lion Hotel, Castle st, Luton. Ewen and Roberts, Luton

Jacoby, Julius, Haverover st, Regent st, Cabinet Maker. Dec 29 at 2 at Hughes and Co, Bridge row, Birmingham

Jance, Robert, Birmingham, Milliner. Dec 18 at 3 at office of Thomas, Waterloo st, Birmingham

Jenkinson, Thomas, sen, Gt Leabroough, York, out of business. Dec 15 at 10 at office of Toole, Albert rd, Middlesboro

Jayons, George, and Thomas Travers Wood, Liverpool, Iron Manufacturer. Jan 3 at 3 at office of Cooper and Co, George st, Mansion House. Hollins and Co, Mining lane

Jones, Benjamin, Carmarthen, Road Contractor. Dec 20 at 11 at office of Morris, Red st, Carmarthen

Jones, James, Carmarthen, General Dealer. Dec 18 at 11 at office of Morris, Red st, Carmarthen

Jones, Joseph Fletcher, Manchester, Pianoforte Dealer. Dec 20 at 3 at office of Lucas, Gt Marlborough st, in lieu of the place and time originally named

Jordan, William Jones, Birmingham, Plumber. Dec 21 at 11 at office of Mallard, Newhall chmbrs, Newhall st, Birmingham

Kemp, William George, jun, Deptford, Kent, Dairyman. Dec 18 at 3 at office of Howard and Shelton, Maitland house, Greenwich rd, Greenwich

Kerwood, Edward Augustus, Eastbourne, Sussex. Dec 27 at 3 at Dolphin Hotel, Chichester. Janman, Chichester

Kitching, William, and Frank Kirkby, Huddersfield, York, Woollen Merchants. Dec 21 at 3.30 at office of Middleton, Calverley chmbrs, Victoria sq, Leeds

Knibb, James, Leamington Priors, Warwick, Clear Merchant. Dec 22 at 3 at Manor house Hotel, Leamington Priors. Overell, Leamington

Lang Edward, Wigmore st, Portman sq, Gunmaker. Jan 5 at 4 at office of Yorke and Wharton, Conduit st, Bond st

Langham, Maurice, Oxford, out of employment. Dec 23 at 3 at Corn Market st, Oxford. Mallam, Oxford

Large, Mark, Birmingham, Baker. Dec 19 at 3 at office of Jacques, Temple row, Birmingham

Latkin, William Henry, Sheffield, Brewers agent. Dec 21 at 11 at Law Society's Rooms, Hoole's chmbrs, Bank st, Sheffield. Rogers and Co

Lee, Charles, Over, otherwise Winsford, Chester, Draper. Dec 22 at 12 at York st, Manchester. Cooke

Leese, Albert Augustus, Mayfield, nr Ashbourne, Derby, Miller. Dec 18 at 12 at Clarendon Hotel, Station st, Derby. Wilson, Burton on Trent

Lewis, James, Merthyr Tydfil, Glamorgan, Chemist. Dec 21 at 12 at office of Morgan and Co, Victoria st, Merthyr Tydfil

Lund, William Henry, Queen st, Cheapside, Dealer in Wines. Dec 16 at 3 at Masons' Hall Tavern, Masons' avenue, Coleman st. Snyne, Queen st, Cheapside

Marshall, Arthur, Huddersfield, York, Woollen Manufacturer. Dec 20 at 11 at office of Craven and Sunderland, New st, Huddersfield

Mathewa, Richard, Richmond, York, Ale and Porter Merchant. Dec 21 at 11 at offices of Robinson, Chancery lane, Darlington

Mayne, William, Aylesbury, Buckingham, General Dealer. Dec 20 at 11.15 at the Crown Hotel, Aylesbury. Parker and Wilkins, High Wycombe

Mills, John, Oldham, Lancaster, Builder. Dec 23 at 11 at offices of Clark, Church lane, Oldham

Musell, Walter James, Blackman st, Southwark, Licensed Victualler. Dec 18 at 12 at office of Lewis, Mincing lane

Nicholls, David Arthur, and Peter Nicholls, Worcester, Boot Manufacturers. Dec 22 at 11 at offices of Allen and Beauchamp, Sansome place, Worcester

Nobbs, James, Norwich, Shoe Dealer. Dec 20 at 2 at offices of Kent, St Andrew's Hall, Plain, Norwich

Owens, John, Liverpool, Provision Dealer. Dec 22 at 3 at offices of Madden, Lord st, Liverpool

Palmer, Henry William Hamblin, Herne Hill rd, Camberwell, Auctioneer's Clerk. Dec 21 at 3 at offices of Vanderpump, Gray's inn sq

Phillips, John, Louth, Lincoln, Ironmonger. Dec 20 at 12.30 at offices of Wood, New st chmbrs, Louth

Phipps, John James, Mear's Ashby, Northampton, Innkeeper. Dec 28 at 3 at offices of Parker, Church st, Wellingborough

Pierpoint, Benjamin Lowe, Warrington, Lancaster, Seedsman. Dec 22 at 3 at offices of Ashton and Woods, Horsemarket st, Warrington

Preston, Robert, Over Darwen, Lancaster, Grocer. Dec 21 at 3 at the Angel Inn, Market st, Over Darwen

Rangleey, Edward, Longlight, nr Manchester, Builder. Dec 21 at 3 at King's Arms Hotel, Spring gardens, Manchester

Redfern, Samuel, Newbold, nr Chesterfield, Derby, Solicitor. Dec 19 at 3 at Committee Room, Market Hall, Chesterfield. Cuits, Chesterfield

Richardson, Edwin Daniel, Leeds, Traveller. Dec 21 at 11 at offices of Blacklock, Albion st, Leeds

Rivett, John Richard, Huntingdon st, Barnsbury, Boot Factor. Dec 18 at 2 at offices of Baron, Mitre court, Temple

Rogers, William James, Wells, Somerset. Hotel Keeper. Dec 21 at 12.30 at the Grand Hotel, Broad st, Bristol. Hobbs, jun., Wells

Rollett, Richard Gary, Thorne, York, Millwright. Dec 23 at 12 at the Reindeer Hotel, Doncaster. Newburn, Doncaster

Schild, Henry, Allen rd, South Hornsey, Baker. Dec 21 at 11 at offices of Dobson, Minories

Sheppard, Andrew, Winterslow, nr Salisbury, Shoemaker. Dec 21 at 3 at the Round of Beef Inn, Milford st, Salisbury. Cooper and Co, Lincoln's inn fields

Shimeld, James, Leicester, Boot Manufacturer. Dec 21 at 12 at offices of Fowler and Co, Grey Friars chmbrs, Friar lane, Leicester

Sibley, Thomas, Ryde, Isle of Wight, Builder. Dec 18 at 3 at offices of Tindall and Denwood, Market st, Ryde

Smith, Elizabeth, Manchester, Licensed Victualler. Dec 29 at 3 at offices of Sumner, Marsden st, Manchester

Smith, Jarvis, Nottingham, Boot Manufacturer. Dec 30 at 3.30 at offices of Bird, Middle pavement, Nottingham

Smith, Thomas, Nottingham st, Bethnal Green, Cheesemonger. Dec 27 at 3 at 21, Argyle st, Regent st. Curtis, Old Jewry chambers

Swallow, Benjamin, Horncastle, Lincoln, Farmer. Dec 20 at 12 at Red Lion Hotel, Horncastle. Tweed, Horncastle

Taylor, Thomas, Heywood, Lancaster, Licensed Victualler. Dec 21 at 2.30 at offices of Weston and Co, Norfolk st, Manchester

Terry, Richard Thomas, Oxford, Jeweller. Dec 29 at 11.30 at 54, Corn Market st, Oxford. Mallam, Oxford

Thomas, Samuel, Crabb's Cross, nr Redditch, Warwick, Needle Manufacturer. Dec 19 at 3 at Gt Western Hotel, Colmore row, Birmingham. Southall, Birmingham

Thompson, George Frank, Idol lane, Eastcheap, Wine Merchant. Dec 23 at 1 at offices of Finch, Borough High st

Tyler, William, Tanstall, Stafford, Boot Dealer. Dec 22 at 2 at North Stafford Hotel, Stoke upon Trent. Jewell and Ackrill, Tanstall

Waterhouse, George Thomas, Old Kent rd, Furnishing Ironmonger. Dec 23 at 3 at offices of Elmels and Co, Leadenhall st

Watts, Samuel, Cardiff, Bootmaker. Dec 22 at 2 at office of Phillips, Small st, Bristol. Sibly and Dickinson, Bristol

Wheeler, William Gresham Magnay, Nunhead cres, Peckham Rye, Ironmonger. Dec 28 at 3 at Mullen's Hotel, Ironmonger lane, Cheapside. Downing, Basinghall st

Williamson, Isabella, Harrington, Cumberland. Dec 27 at 11 at office of Lamb and Howson, Queen st, Whitehaven

Wilson, William, Newington, Camp Spinner. Dec 19 at 3 at office of Woodhouse, Parliament st, Kingston upon Hull

Wilson, William Joseph, Oxford, Chemist. Dec 23 at 12 at County Court Office, Corn Market st, Oxford. Bickerton, Oxford

Winn, Robert, Adrington, Sussex, Builder. Dec 21 at 11 at office of Nye, Duke st, Brighton

Woodbury, Walter Bentley, South Norwood, Surrey, Photographer. Dec 20 at 12 at office of Plunkett and Lender, St Paul's ch yd

Wright, James, Darlington, Turkish Bath Proprietor. Dec 22 at 3 at office of Wilkes and Wilkes, Northgate, Darlington

Yewman, Alexander George, St John rd, Hoxton, Boot Manufacturer. Dec 18 at 3 at Masons' Hall Tavern, Masons' avenue. Lucas, Gt James st, Bedford row

TUESDAY, Dec. 12, 1882.

Atkinson, William, Huddersfield, Draper. Dec 29 at 3 at office of Ramsden and Co, Westgate, Huddersfield

Baldry, Alfred, Blackheath, Bootmaker. Dec 28 at 3 at office of Durant, Guildhall chhrs, Basinghall st.
 Barber, Louis, Norwich, Coach Builder. Dec 18 at 12 at office of Stanley, Bank plain, Norwich.
 Benjamin, Simon, Plumbers row, Whitechapel, Gasfitter. Jan 2 at 2 at 4, Bishopsgate st Without. Brighton.
 Birch, William, York, Provision Dealer. Dec 22 at 3 at office of Crumbe, Stonegate, York.
 Blackwell, Richard George, Cheltenham, Sculptor. Dec 27 at 10 at office of Clark, Regent st, Cheltenham.
 Blaylock, William, Carlisle, Watch Maker. Dec 28 at 11 at office of Murray, Scotch st, Carlisle.
 Bradford, Henry George, Broadstairs, Coal Merchant. Dec 28 at 3 at 1, York st, Ramsgate. Edwards, Ramsgate.
 Brantley, Henry, Leeds, Grocer. Dec 28 at 2 at office of Shaw, Commercial st, Leeds.
 Brinkham, Stephen, Stockton on Tees, Contractor. Dec 20 at 3 at office of Thomas, Market Cross chhrs, Stockton on Tees.
 Buck, George, Horne hill, Surrey, Builders' Managing Foreman. Dec 29 at 2 at office of Webb, Barbican chhrs, Barbican.
 Burnett, John, West Melton, nr Rotherham, York, Grocer. Dec 23 at 10 at office of Gray, Eastgate, Barnsley.
 Burnett, Joseph, Mavis Enderby, Lincoln, Wheelwright. Dec 22 at 3 at office of Thimbleby, Spilshy.
 Bush, Clement, St George, Gloucester, out of business. Dec 11 at 10 at office of Hancock, Quay st, Bristol.
 Butler, Isaac, Bristol, Wholesale Grocer. Dec 22 at 2 at office of Dickinson, Exchange West, Bristol.
 Capper, John, Waterloo, Lancaster, African Merchant. Dec 27 at 12 at office of Harwood and Co, North John st, Liverpool.
 Carter, Henry Denty, Leamington Priors, Warwick, Tailor. Dec 23 at 12 at Manor House Hotel, Leamington Priors. Sanderson, Warwick.
 Castell, Richard Denny, Northampton, Saddler. Dec 23 at 11 at office of Jeffery, College st, Northampton.
 Clark, Arthur Richard, Brewer st, Golden sq, Packing Case Maker. Dec 22 at 3 at office of Betts, Coleman st.
 Constantine, Samuel, Southport, Lancaster, Tailor. Dec 28 at 3 at offices of Gibson and Bolland, South John st, Liverpool. Oakes, Southport.
 Davies, Henry Robert, and William Thomas Brailley, Ironmonger lane, Merchants. Dec 29 at 12 at office of Shearman, Gresham st.
 Davis, Francis, Birmingham, Dyer. Dec 20 at 3 at office of Parry, Colmore row, Birmingham.
 Dawson, John Edward, Heworth, York, Cab Proprietor. Dec 23 at 3 at office of Waddington, Stonegate, York.
 Dellino, Enrico, Wilton rd, Pimlico, out of business. Dec 22 at 2 at the Jamaica Coffee House, St Michael's alley, Cornhill. Foster.
 Drake, Joshua, Golcar, nr Huddersfield, York, Woollen Cloth Manufacturer. Dec 27 at 1 at office of Ramsden and Co, Westgate, Huddersfield.
 Dyer, Henry George, Packington st, Essex rd, Butcher. Dec 21 at 4 at office of Parkes, Queen Victoria st.
 Edmead, Henry, Southampton, Brick Manufacturer. Dec 23 at 3 at office of Davis and Bennett, Portland st, Southampton. Candy, Southampton.
 Elkington, Warrington Herbert, Stamford st, Blackfriars, of no occupation. Dec 28 at 3 at Inns of Court Hotel, Holborn. Canwarden, Old Jewry.
 Emerson, John, Bristol, Plumber. Dec 22 at 2 at office of Ward, Albion chhrs, Bristol.
 Faller, Frank, Tredger, Monmouth, Jeweller. Dec 22 at 12 at office of Phillips, High st, Blythe.
 Farusworth, Robert, Nottingham, Porter. Dec 27 at 3.30 at office of Clayton, Middle pavement, Nottingham.
 Forsyth, William George Cornelius, Southsea, Hants, Draper. Dec 22 at 13 at 145 Cheapside. Blake and Reed, Portsea.
 Fulwell, David, Stourbridge, Beerhouse Keeper. Dec 21 at 11 offices of Wyndham, High st, Stourbridge.
 Gill, Edwin, Reading, Berks, Furniture Dealer. Dec 23 at 11 at offices of Lockyer, Gresham bldgs, Basinghall st.
 Goss, Samuel Ferrall, Lee, Kent, Clerk. Jan 4 at 12 at offices of Abrahams and Co, Old Jewry.
 Greenwood, Paul Alexander, Cairn rd, Timber Merchant. Dec 22 at 12 at Guildhall Tavern, Gresham st. Lloyd, Wormwood st.
 Gyselman, Henry Christian Warner, Exeter, Fancy Dealer. Dec 23 at 10 at offices of Southcott, Post Office st, Bedford circus. Hartnoll.
 Haigh, John, Golcar, Huddersfield, York, Serge Manufacturer. Dec 23 at 11 at offices of Armitage and Co, John William st, Huddersfield. Laycock and Co, Huddersfield.
 Hamilton, Thomas Claud George, Suffolk st, Pall Mall. Dec 20 at 2 at offices of Beyfus and Beyfus, Lincoln's inn fields.
 Hart, Stephen, the Furnace, near Llanelly, Carmarthen, Grocer. Jan 9 at 11 at offices of Howell, Steppney st, Llanelly.
 Havelock, Edward Whorlton, Middlesbrough, York, Beer Retailer. Dec 21 at 11 at offices of Wilkes and Wilkes, Zealand rd, Middlesbrough. Vachell, Middlesbrough.
 Heath, William, Middlesbrough, Chester, Baker. Dec 30 at 10.15 at offices of Ashmall, Albion st, Hanley.
 Heier, John, Ashborne, Derby, Licensed Victualler. Dec 21 at 3 at offices of Mole and Stone, Full st, Derby.
 Holland, William Henry, Bath, Boot and Shoe Warehouseman. Dec 22 at 11 at offices of Tiley, Orange grove, Bath.
 Holloway, William, and John Holloway, Woodville, Derby, Builders. Dec 22 at 11 at the Midland Hotel, Burton on Trent. East and Smith, Birmingham.
 Howard, John, Coldharbour lane, Brixton, Accountant. Dec 23 at 12 at offices of Ody, Blackfriars rd.
 Inay, Alfred, Norwood, Surrey, Carpenter. Dec 20 at 3 at offices of Clift, Cheapside.
 Jenkins, Duncan, Southwark st, Licensed Victualler. Dec 30 at 3 at 125, Southwark st, Matthews, Southwark Bridge rd.
 Jamieson, John Henry, Grimsby, Lincoln, Fish Merchant. Dec 23 at 11 at Mr. Hollingsworth, the Mason Arms Hotel, Silver st, Great Grimsby. Nettleton.
 Jewins, Benjamin, Dudley, Worcester, Grocer. Dec 30 at 2 at offices of Forrest, Church st, Oldbury.
 Johnston, Thomas, Alnwick, Northumberland, Builder. Dec 26 at 11 at offices of Hindmarsh, Bondgate Without, Alnwick.
 Jones, Evan, Huabon, Denbigh, General Dealer. Dec 23 at 11 at offices of Hampden and Poyser, Temple row, Wrexham.
 Jones, Joshua, Liverpool, Brower. Dec 28 at 3 at offices of Neale, Dale st, Liverpool.
 Jones, William, Gutter lane, Clothing Manufacturer. Jan 4 at 3 at offices of Cannon, Wool Exchange, Coleman st.
 Langford, Thomas, St Issey, Cornwall, Innkeeper. Jan 21 at 3.30 at offices of Collins, St Columb.
 Langthorne, George, Plymouth, Devon, Licensed Victualler. Dec 27 at 3 at offices of Stanbury, Princess sq, Plymouth.
 Lavender, George Joseph, Willenhall, Stafford, Grocer. Dec 28 at 11 at offices of Clark, New rd, Willenhall.
 Leakey, John Roberts, Rotherham, York, Blacksmith. Dec 22 at 3 at offices of Parker and Hickmott, Moorgate st, Rotherham.
 Lee, Samuel, Cardiff, Commercial Traveller. Dec 25 at 12 at offices of Morgan and Scott, High st, Cardiff.
 Lees, James Alexander, Mining lane, Colonial Broker. Dec 28 at 3 at offices of Smith, Gresham House, Old Broad st.
 Leckie, George, Derby, Draper. Dec 20 at 3 at offices of Briggs, Amen alley, Derby.
 Leese, John, Hargreaves rd, Junction rd, Upper Holloway, Leather Merchant. Dec 28 at 2 at Mason's Hall Tavern, Basinghall st. Parker and Ponsford, Finsbury pavement.

Moon, John, Robertsbridge, Sussex, Farmer. Dec 22 at 12 at offices of Cripps, Mount Pleasant rd, Tunbridge Wells.
 Moor, James, Park st, Southwark bridge, Gold Printer. Dec 21 at 3 at offices of Chidley, St Winchester.
 Nevitt, Thomas Page, Wharfedale rd, King's Cross, Wheelwright. Jan 1 at 10.30 at office of Lambert, Chancery lane.
 Noble, Joe, Leicester, Innkeeper. Dec 23 at 12 at office of Harvey, Selborne bldgs, Millstone lane, Leicester.
 O'Loughlin, John, Stanhope st, Coal Merchant. Dec 20 at 2 at office of Durbridge, Southampton bldgs, Chancery lane.
 Owen, Thomas, Llandefnol, Carnarvon, Grocer. Dec 29 at 2 at Queens Hotel, Chester. Ross, Carnarvon.
 Parkinson, John, Blackpool, Lancaster, Coal Dealer. Dec 23 at 3 at office of May and Parry, Clifton st, Blackpool.
 Pittam, Henry William, Tunbridge Wells, Kent, General Draper. Dec 20 at 2 at 145, Cheapside. Learoyd and Co, Albion chhrs, Moorgate st.
 Reed, William, West Hartlepool, Durham, Tailor. Dec 22 at 3 at office of Wilson, Central Hall bldgs, Church st, West Hartlepool.
 Roberts, John Cookman, Bury St Edmunds, Suffolk, Pianoforte Tuner. Jan 4 at 12 at office of Lucas and Co, St Marlborough st. Salmon, Bury St Edmunds.
 Robinson, John Nichol, Bradford, York, Yeast Dealer. Dec 20 at 11 at office of Singleton, Booth st, Bradford.
 Robson, Albert Edward, St Driffeld, York, Gentlemen's Mercer. Dec 23 at 2 at office of Queens Hotel, Leeds. Dunn, Driffeld.
 Rosenthal, Paul, Nottingham, Tailor. Dec 27 at 3 at office of Barlow, St Peter's Church walk, Nottingham.
 Simpson, Edmund, Mansfield, Nottingham, Engineer. Dec 23 at 3 at office of Barlow, St Peter's Church walk, Nottingham.
 Scott, Joseph, Headingley, near Leeds, Tailor. Dec 26 at 2 at offices of Hardwick, East parade, Leeds.
 Skoulding, Francis, Aldringham, near Saxmundham, Suffolk, Miller. Dec 29 at 2 at the White Hart Inn, Saxmundham. Pollard, Ipswich.
 Smith, Thomas, Brownhills, Stafford, Grocer. Dec 22 at 12 at offices of Baker, Bridge st, Walsall.
 Smith, William, Hastings, Sussex, Builder. Jan 2 at 3 at the Provincial Hotel, Hastings. Hare, Pinner's ct, Old Broad st.
 Sparks, Frederick, Maryport, Cumberland, Grocer. Dec 28 at 11 at offices of Nicholson, Bell's place, Senhouse st, Maryport.
 Surridge, John, Dunsenham, Chipping, Somerset, Yeoman. Dec 21 at 3.30 at offices of Reed and Cook, Paul st, Taunton.
 Tait, John, New Horndean, Berwick, Scotland, Farmer. Dec 27 at 2 at offices of Danlop, Quay walls, Berwick-upon-Tweed.
 Thompson, Joseph Henry, Dewsbury, York, Stone Merchant. Dec 28 at 11 at King's Arms Hotel, Dewsbury. Stapleton.
 Todd, William, Leeds, Woollen Manufacturer. Dec 22 at 11 at Law Institute, Albion place, Leeds. Scatcherd and Hopkins, Leeds.
 Toon, William, Bagworth, Leicester, Licensed Victualler. Dec 30 at 12 at offices of Hincks, Bowling Green st, Leicester.
 Torr, James York, Kingston-upon-Hull, Painter. Dec 23 at 3 at Law Society, Lincoln's inn bldgs, Bowdley lane, Kingston-upon-Hull. Laverack, Hull.
 Turner, Walter William, Bristol, out of business. Dec 29 at 2 at office of Tonkin, Albion chhrs, Bristol.
 Tyler, Herbert Charles Smith, Nottingham, out of business. Dec 29 at 3 at office of Lees, Severn chhrs, Nottingham.
 Waller, Frederick, Middlesbrough, Painter. Dec 23 at 12 at Bull and Mouth Hotel, Briggate, Leeds. Lewis, Middlesbrough.
 Ward, Mary Groves, Newcastle under Lyme, Milliner. Dec 27 at 4 at Inns of Court Hotel, High Holborn. Turner, Newcastle under Lyme.
 Whitaker, Jonathan, Joseph Whitaker, and Frederick Whitaker, Oxenhope, near Keighley, York, Manufacturers. Dec 22 at 11 at 1, Scott st, Keighley. Atkinson, Bradford.
 White, Henry Martin, Aton, near Birmingham, Beer Retailer. Dec 20 at 3 at office of Crumpton, Bull st chhrs, Bull st, Birmingham. Gem, Harborne, near Birmingham.
 Wilson, Charles, Darlington, Durham, out of business. Dec 29 at 2.30 at offices of Wilkes and Wilkes, Northgate, Darlington.
 Widdow, William, Lakenhead, Suffolk, Blacksmith. Dec 23 at 12 at office of Salmon, Guildhall st, Bury St Edmunds.

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